



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-4584, fax (410) 313-6789

Request for Proposal No. 040.19.B5

For

Dedicated Internet Access

Date	Event
Bid Advertised	Friday, November 30, 2018
Last Date for Questions	Thursday, December 6, 2018
Bid Due	2:00 pm EST, Thursday, January 3, 2019
Expected Board Approval	Thursday, January 24, 2019
Expected Contract Execution	Thursday, January 31, 2019

Introduction and Background

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit submittals from qualified entities interested in providing services for the Federal Communications Commission's E-Rate program which provides discounts for telecommunications, Internet access and internal connections to eligible schools and libraries with funding from the Universal Services Fund. HCPSS benefits from the E-Rate program by receiving discounts on Data Transmission and/or Internet Access, as well as internal connections, managed internal broadband services and basic maintenance of internal connections.

Howard County, Maryland is a suburban community of over 317,233 situated midway along the Baltimore-Washington corridor. It is a county of contrasts - a blend of old and new, urban and rural, historical and progressive. The county's borders encompass Ellicott City, one of the country's oldest towns, and Columbia, a planned community conceived and designed 50 years ago by The Rouse Company. A great community deserves great schools, and HCPSS is a recognized source of local pride. HCPSS is a school system of 77 schools, elementary, middle, high, and special schools. The school system consistently ranks among Maryland's top school districts based on student performance on the Maryland School Assessments. Howard County students score above the national averages on standardized tests and over 85% of graduates continue their education beyond high school. Respondents to this solicitation are encouraged to review additional information about the school system at <http://www.hcpss.org/about-us/>.

HCPSS School System Tax Identification.

Federal Tax Id:	52-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	52-73-0257k

Human Resources - HCPSS employs approximately 8,000 full- and part-time regular employees in addition to a large number of temporary and seasonal employees. Approximately 400-500 employees (full-time and regular part-time) are hired each year with an average of 3,000 applications received. The Office of Human Resources is responsible for the recruitment and hiring of all staff in collaboration with other HCPSS offices.

Respondents to this solicitation are encouraged to review the data contained in HCPSS's website for a better understanding of HCPSS, its organization and management, and the services it provides. The website is <http://www.hcpss.org>.

SECTION I. SOLICITATION INSTRUCTIONS

1. Issuing Office. The Issuing Office shall be the sole point of contact within HCPSS for purposes of the preparation and submittal of proposals in response to this solicitation.

Ted Ludicke
Purchasing Office
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
Phone: (410) 313-5644
Fax: (410) 313-6789
Email: ted.Ludicke@hcpss.org
<http://www.hcpss.org/about-us/purchasing/>

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Questions shall be submitted in writing via email to ted.Ludicke@hcpss.org. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
3. Pre-Proposal Conference. A Pre-Proposal Conference will not be held in conjunction with this RFP.
4. Bid Submittal Process
 - 1.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 1.2. Bids are to be submitted in a sealed packet on a USB Flash Drive in PDF format. Bid responses must be submitted to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, no later than the time and date specified on the bid cover sheet.
 - 1.3. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree. The contract will terminate when HCPSS determines that the project is complete.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening bids.
8. Rejection or Acceptance of Proposals. HCPSS reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Purchasing Office not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.
9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard. Modifications of Technical Proposal.

Offerors may not modify, supplement, cure, or change proposals in any way after the due date and time unless specifically requested by HCPSS.

10. RFP Response Materials. All written materials submitted in response to this RFP become the property of HCPSS

and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).

11. Duration of Offers. Proposals shall remain irrevocable for 120 days following the closing date of the Proposal due date. This period may be extended by mutual agreement between the Offeror and HCPSS.
12. Incurred Expenses. HCPSS is not responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.
13. Confidentiality. Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Offerors are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be considered.
14. Multiple Proposals. Contractors may not submit more than one Proposal.
15. Alternate Solution Proposals. Contractors may not submit an alternate to the Solution in this RFP.
16. Forms. This solicitation is designed for the Offeror to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Offeror's proposal. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
17. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.
18. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company. Electronic signatures, or copies of signatures sent via electronic means, are the equivalent of handwritten signatures.
19. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 19.1. Protests shall be filed in writing to the Purchasing Office prior to contract award by the Board of Education. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
 - 19.2. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
 - 19.2.1. Name and address of the protester
 - 19.2.2. Appropriate identification of the bid
 - 19.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - 19.2.4. Suggested remedy(ies)

SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Offorer's Responsibility. Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. HCPSS will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. HCPSS's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.
3. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
4. Behavior of Contractor Employees/Subcontractors. HCPSS is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
5. Tobacco Free and Alcohol/Drug Free Environment. HCPSS maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
6. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain

such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

7. Child Sex Offender Notification.

7.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

7.2. As a contractor working for HCPSS we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11- 722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

7.3. Each contractor shall screen their workforce to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "workforce" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

7.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property 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, child sexual abuse and crimes of violence.

7.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

8. Occupied Buildings – Sign-in Procedures. Work under this contract and any resulting contract or sub- contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on HCPSS's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

9. Identification. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times. Contractors may be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project or they may receive a HCPSS badge allowing them to access the job site without signing in and out.

10. Ethics Regulations.

10.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313- 6644.

10.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.

11. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
12. Multi-Agency Participation.
 - 12.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore 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. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.
 - 12.2. 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. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded Offeror(s).

SECTION 3. SPECIAL TERMS AND CONDITIONS

1. Agreement. Contractor shall provide HCPSS Dedicated Internet Access circuits to two separate HCPSS physical locations in accordance with the terms and conditions of this solicitation.
 - 1.1. The resulting Contract consists of multiple documents as follows in order of precedence:
 - The Contract Form
 - The Request for Proposal and all amendments to the solicitation
 - Contractor's Technical Proposal and Price Proposal as accepted by HCPSS
 - 1.2. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period.
 - 2.1. HCPSS requests that Offerors submit proposals for the following Contract Periods:
 - 2.1.1. One (1) year commencing July 1, 2019 with the option to renew for four (4) additional one-year terms
 - 2.1.2. Three (3) years commencing July 1, 2019 with the option to renew for two (2) additional one-year terms
 - 2.1.3. Five (5) years commencing July 1, 2019 with no renewal options.
 - 2.2. HCPSS may solely authorize additional one-year terms pending successful performance and availability of funds.
 - 2.3. HCPSS, in concurrence with awarded Contractor, retains the right to schedule activation prior to, or after July 1, 2019.
3. Price Adjustments
 - 3.1. Annual price adjustments will be considered after the initial contract period. HCPSS will consider adjustments based on the following conditions:
 - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
 - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to HCPSS a statement of any change in price to be applied.
 - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
 - 3.3. Product changes may be considered. Pricing for the changes shall be at the same mark up as originally bid. The awarded Contractor shall offer current pricing or be able to demonstrate the percentage markup. HCPSS shall be the sole determinant in accepting product or pricing changes.
4. HCPSS Project Coordinator. HCPSS will designate a staff member to act as coordinator ("Project Coordinator") between HCPSS and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other HCPSS personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.
5. Professional Services.
 - 5.1. The professional services team for the Solution shall be the same team identified in the Contractor's submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to HCPSS in writing as they occur.

5.2. The Contractor shall perform the Project as described in accordance with a schedule agreed upon in writing by the parties. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.

6. Billing and Payment.

6.1. The contractor shall submit invoices to the attention of the selected Project Coordinator, Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD21042.

6.1.1. Invoices shall contain the following information:

- Purchase Order Number
- Location where work performed
- Description of work along with quantities
- Start date and completion date
- Total due

6.2. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.

6.3. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.

7. Evaluation and Acceptance Procedure.

7.1. Upon completion and delivery of each deliverable by Contractor, HCPSS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments will be based on the completion/delivery of a deliverable by Contractor and acceptance by HCPSS of each deliverable. Contractor will demonstrate to HCPSS that the deliverable has been completed or has occurred and will provide HCPSS with written notice of the same.

7.2. Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by HCPSS of a scheduled deliverable from Contractor, HCPSS shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then HCPSS will provide written confirmation Contractor that the deliverable is accepted.

7.3. If the deliverable does not Materially Conform, HCPSS shall immediately return notify the Contractor with a written list of deficiencies. Contractor, at no additional cost to HCPSS, shall thereafter make all appropriate and necessary fixes to the deliverable and notify HCPSS in writing of corrections made no later than a date mutually agreed to by both parties. If no date is given, then within ten (10) business days. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then HCPSS may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin contract termination process as defined in this document. If HCPSS does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

8. Confidential Information.

8.1. Contractor acknowledges and understands that HCPSS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of

personally identifiable information from education records as provided in FERPA.

- 8.2. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 8.3. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.
- 8.4. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Public Information Office
The Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042

9. Relationship of The Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, the HCPSS will not withhold income taxes, social security or any other sums from the payments made Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
10. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in Insurance Requirements (Attachment A), or as set forth in Contractor's proposal should the coverage and limits therein exceed the required minimum levels. Contractor shall provide to the Purchasing Office a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.
11. Indemnification. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless HCPSS and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason. Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.
12. Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
13. Termination for Convenience. The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract

that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

14. Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or HCPSS, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
15. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
16. Subcontracting and Assignment.
 - 16.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to HCPSS for acts and omissions of subcontractors.
 - 16.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS. Contractor may designate a third party to receive payment without HCPSS's prior written consent unless in conflict with Maryland or federal law but shall provide HCPSS with notification thereof.
17. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
18. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
19. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
20. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
21. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
22. Compliance with Laws. The Contractor hereby represents and warrants that:
 - 22.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 22.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

22.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

23. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

24. Network/Data Security. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained when applicable.

24.1. Specific activities include, but are not limited to:

24.1.1. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.

24.1.2. Assessment of the contractor's security and privacy controls.

24.1.3. Including HCPSS's security and privacy requirements in the agreement

24.1.4. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

24.2. The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.

24.3. Contractor shall:

2.3.1. Establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials;

2.3.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials;

2.3.3. Establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information;

2.3.4. Report any confirmed or suspected breach of data to HCPSS within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of HCPSS data shall be reported to HCPSS within 12 hours of discovery or detection;

2.3.5. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements;

2.3.6. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

24.4. On an annual basis, if requested by HCPSS, Contractor shall provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to

materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.

- 24.5. HCPSS or an appointed audit firm has the right to audit Contractor and its sub-Contractors or affiliates that provide a service for the processing, transport or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.
25. HCPSS Working Hours. Work performed inside HCPSS facilities shall be performed during HCPSS working hours (see HCPSS School Calendar at <http://www.hcpss.org/calendar>).

SECTION 4. SCOPE OF WORK

1. Purpose. HCPSS's Information Technology Department is issuing this RFP to contract with an entity to provide, a Dedicated Internet Access circuit to two separate HCPSS physical locations. HCPSS requires that each circuit be capable of delivering a minimum of 10 Gbps, with additional service options up to 40 Gbps through a competitive bidding process.
2. Contractor Services, Duties and Responsibilities. The Contractor shall perform of all work, and be available for consulting, for HCPSS's dedicated internet access, not limited to the following:
 - 2.1. Load-Share traffic bandwidth over the two (2) separate Internet Access circuits;
 - 2.2. Failover Service that, upon failure, transfers data from either facility to the working facility and then will failback once service has been restored;
 - 2.3. Each Internet Access circuit shall be separate and shall not share any features such as communication elements, physical equipment, or critical paths with any HCPSS Network. This includes, but is not limited to, routers, switches, conduits, and cabling.
 - 2.4. Contractors must privately peer with HCPSS or offer a suitable alternative.
6. Termination Locations. The Contractor shall provide a direct connection to the following HCPSS Data Centers:
 - 6.1. Location A, Central Office building, 10910 Clarksville Pike, Ellicott City, MD 20142
 - 6.2. Location B, Ascend One Building, 8930 Stanford Boulevard, Columbia, MD 21045
7. Implementation Schedule. Upon execution of any resulting Agreement, the Contractor shall submit an implementation schedule within 30 days to the HCPSS Project Coordinator, for review and approval.
8. Single Point of Contact (Project Manager). The Contractor shall provide the services of a single Point of Contact (POC). The POC duties and responsibilities and services shall include contract/account management, escalation assistance, and billing assistance.
9. Right to Replace or Reject Contractor Personnel. Contractor replacement personnel must have qualifications equal to or greater than that of the non- performing person initially proposed and evaluated and accepted in the agreement. Through the life of the contract term HCPSS reserves the right to review and approve/reject any replacement personnel.
10. Non-Recurring and Recurring Fees.
 - 10.1. Offerors shall provide non-recurring and monthly recurring fees.
 - 10.2. E-Rate eligibility of all proposed non-recurring and recurring fees shall be clearly indicated.
 - 10.3. Offeror shall certify that offer is in accordance to 47 C.F.R. § 54.511(b), https://www.ecfr.gov/cgi-bin/text-idx?SID=84e8374ccc3d6d95e6181e4734a26db4&mc=true&node=se47.3.54_1511&rqn=div8.
11. E-Rate Compliance. Offerors shall agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). Offerors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, Offerors must comply with the following:
 - 11.1. USF Knowledge. Offeror shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate").
 - 11.2. USF Registration. Offeror shall submit with its offer a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").
 - 11.3. USF Participation. Offeror shall agree to participate in the E-rate Program and to cooperate fully and in all respects with HCPSS, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that HCPSS receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Contractor's services and/or products.
 - 11.4. Lowest Corresponding Price. The Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511 (b), prohibits Contractor from ever charging HCPSS more for E-rate eligible goods or services than it charges

similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”

- 11.4.1. HCPSS is not obligated to ask for the LCP; it must receive it.
 - 11.4.2. If, at the time of delivery, the LCP is lower than the agreed-upon price, awarded Contractor must charge the LCP.
 - 11.4.3. Promotional rates that Offeror offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
 - 11.4.4. There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
 - 11.4.5. Awarded Contractor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to HCPSS or that none of its contracts cover goods or services identical to those sought by HCPSS.
 - 11.4.6. The FCC will permit awarded Contractor to charge HCPSS more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to HCPSS than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.
- 11.5. USF Documentation. Awarded Contractor shall provide to HCPSS staff and/or HCPSS’s E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that HCPSS may need to prepare its E-rate applications and/or to document transactions eligible for E- rate support.
- 11.6. Invoicing Procedures. Awarded Contractor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Contractor must include the following information on all invoices to HCPSS for E-rate eligible equipment and/or services:
- 11.6.1. Date of invoice
 - 11.6.2. Date(s) of service
 - 11.6.3. Funding Request Number (“FRN”)
 - 11.6.4. Contractor’s signature on invoice attesting to the accuracy and completeness of all charges
 - 11.6.5. Detailed description of services performed, and materials supplied that matches HCPSS’s contract specifications, Form 470 and Form 471 descriptions of same
 - 11.6.6. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to HCPSS (non-discounted amount of eligible charges)
 - 11.6.7. Invoice on Contractor’s letterhead or on a Contractor-generated form
 - 11.6.8. HCPSS’s Billed Entity Number
 - 11.6.9. HCPSS’s Federal Communications Commission Registration Number
 - 11.6.10. Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)
- 11.7. USF Discounted Invoicing and Reimbursement Processes. Contractor shall, at HCPSS’s request, either (a) invoice HCPSS only for the non-discounted amounts due on E- rate-approved transactions and simultaneously invoice the Universal Service Administrative Company (“USAC”) for the balance [Discounted Invoice Process] or (b) invoice HCPSS in full for eligible products and services [Reimbursement or “BEAR” Process].
- 11.8. Discounted Invoice Process
- 11.8.1. Invoicing. Within fourteen (14) days from the date that Contractor delivers to HCPSS, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Contractor’s contract with HCPSS, Contractor must invoice HCPSS for its share of the pre-discount cost of those materials or services.
 - 11.8.2. Timely Filing. Contractor shall be solely responsible for timely filing invoices with USAC. Accordingly, Contractor understands and agrees that HCPSS will NOT be liable to Contractor and Contractor shall have no recourse against HCPSS for any discounted amount that Contractor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
 - 11.8.3. Invoice Rejection. Contractor understands and agrees that HCPSS shall not be liable to Contractor and Contractor shall have no recourse against HCPSS for any discounted amount that Contractor submits to USAC for payment if Contractor is at fault for USAC’s refusal to pay; if HCPSS is at fault,

HCPSS shall not be liable to Contractor and Contractor shall have no recourse against HCPSS for the amount at issue until both HCPSS and the Contractor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

11.8.4. HCPSS Approval. Contractor shall submit to HCPSS for its review and approval before submitting it to USAC for payment, a copy of every invoice that Contractor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to HCPSS. HCPSS shall not unreasonably delay or withhold approval of Contractor's USAC invoices. As Contractor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to HCPSS sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after HCPSS has had a reasonable opportunity to review and approve them.

11.9. Reimbursement Process

11.9.1. Service Provider Annual Certification. Contractor understands that HCPSS's ability to file a FCC Form 472 to start the BEAR process is dependent upon the Contractor filing a FCC Form 473, Service Provider Annual Certification form for the relevant funding year. Moreover, Contractor understands and agrees that its failure to file the Form 473 in a timely manner will adversely affect HCPSS's operations and may prohibit HCPSS from being able to receive reimbursement monies that it is entitled to receive. If HCPSS is unable to receive reimbursement money due to the lack of a Form 473 from the Contractor, the Contractor will be liable to HCPSS for any monies that HCPSS was unable to collect from the USF program due to the Contractor's lack of a Form 473.

11.10. Delayed USF Funding Commitment. Contractor understands that, due to circumstances beyond HCPSS's control, HCPSS may not receive an E-rate funding commitment by the beginning of the E-rate funding year for the services it intends to purchase from Contractor during that funding year.

11.11. Retroactive Invoicing. When E-rate funding is approved, Contractor shall invoice USAC for the discounted amount HCPSS is owed retroactive to July 1st of the funding year or to whenever approved service to HCPSS began, whichever date is later.

11.12. USF Audit and Document Retention Requirement. Contractor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Contractor's services to HCPSS. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by HCPSS. Contractor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing HCPSS the same right to inspect and audit those records as set forth herein. In addition to the foregoing, Contractor will create, implement and enforce an internal E-rate audit process that ensures that Contractor complies with all E-rate program rules and regulations. This process must include the following:

- 11.12.1. Separating ineligible project management and other professional services costs, if any, from other charges
- 11.12.2. Where labor is involved, maintaining detailed, signed individual timesheets
- 11.12.3. Ensuring that ineligible charges are not submitted to USAC
- 11.12.4. Invoicing to USAC that is consistent with the contract and HCPSS's 470 and 471
- 11.12.5. Ensuring that services or products are not provided to HCPSS without HCPSS's express written permission or official purchase authorization
- 11.12.6. Ensuring that HCPSS-approved substitute services or products are prominently noted on invoices submitted to USAC and HCPSS
- 11.12.7. Where applicable, non-recurring services should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year
- 11.12.8. Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to HCPSS, was actually provided to HCPSS and when
- 11.12.9. If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- 11.12.10. If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- 11.12.11. Documenting that E-rate funded services were provided within the allowable contract period and program year
- 11.12.12. Charging proper FRN(s)

- 11.12.13. Ensuring that invoices and USAC forms are submitted to HCPSS in a timely manner
- 11.12.14. Ensuring that USAC forms are filled out completely, accurately and on time
- 11.12.15. Maintaining fixed asset list of E-rate-supported equipment provided to HCPSS with detailed information for each item (model number, serial number, product description) and made available to HCPSS in electronic format

11.13. Contract Term Modification. HCPSS reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).

12. Service Requirements. Contractor shall:

- 12.1. Deliver Internet Access to the two separate HCPSS locations (Location A and B) defined in the RFP
- 12.2. Be capable of providing service at a minimum of 10 Gbps with alternate pricing to increase to 40 Gbps.
- 12.3. Provide, install and maintain all required equipment
- 12.4. Provide complete network monitoring and management services for the Dedicated Internet Access link
- 12.5. Provide usage statistics for the customer connection
- 12.6. Provide all TCP/IP addresses for the system’s needs
- 12.7. Provide the ability to run BGP and advertise address space based on an HCPSS Autonomous System Number
- 12.8. Participate in monthly service level meetings
- 12.9. Provide a dedicated Service Manager to HCPSS
- 12.10. Privately peer with HCPSS or offer a suitable alternative
- 12.11. Provide failover service that would transfer traffic from either failed facility to the remaining working facility

13. Submittal Qualifications. Offerors shall provide confirmation and/or a brief narrative relative to the following requirements:

- 13.1. Tier – 1 Service Provider (Does not purchase IP transit or pay settlements)
- 13.2. E-rate compliant with SPIN number
- 13.3. Provide a Dedicated Installation Coordinator
- 13.4. Historical statistics on bandwidth usage via web and provide proof of statistics upon request
- 13.5. Proactive monitoring of bandwidth usage
- 13.6. Provide circuit performance metrics
- 13.7. 24 x 7 customer support
- 13.8. 99.99% or better availability of network
- 13.9. Proactive mediation of DoS/DDoS attacks
- 13.10. Full contiguous Class C subnet assignment
- 13.11. Point of present interface to HCPSS network must be (2) two 10 Gbps Ethernet capability or greater
- 13.12. Backbone network

14. RFP Submittals.

14.1. Business Profile - Financial

14.1.1. Public Companies

- annual reports for the last three years
- history and description of the company
- recent reports from securities analysts
- published reports about the company

14.1.2. Private Companies

- financial statements or tax forms from three years
- history and description of the company
- published reports about the company, if any
- Credit rating/report, letter from bank, suppliers.

14.2. Personnel: Provide a list of key technical people in the Offeror’s organization. Provide the names and qualifications of personnel who would service HCPSS under this contract

14.3. Local Loops: Describe your capability with regard to the Central Office termination location.

- 14.4. Infrastructure: Offerors shall describe their network infrastructure, including information about redundant paths, between their service POP and the termination location.
 - 14.5. Type of Circuit: Offerors shall name the type of circuit that they intend to utilize for this service in the RFP Price Sheet. Multi-link circuits will not be permitted.
 - 14.6. Equipment: Offerors shall list all required equipment required to fulfill service requirements.
 - 14.7. Routing: Offerors shall specify the actual routing of the circuit between their service POP and the termination location.
 - 14.8. Backbone Network: Offerors shall provide the topology of its backbone network and its various Internet peering points. Any portion of the Offeror's backbone network that is acquired through purchasing IP transit or paying settlements must be clearly identified.
 - 14.9. Providers: Offerors may be provisioning the circuit using the facilities of other providers. Offerors must identify each provider they are including in their RFP and provide a description of the facilities used from each provider.
15. Quality of Service:
 - 15.1. Latency: Specify the maximum guaranteed latency across the Offeror's backbone network
 - 15.2. Packet Loss: Specify the maximum guaranteed packet loss across Offeror's backbone network
 - 15.3. Availability: Specify as a percentage of time over 1 year when the minimum guaranteed service level is available
 - 15.4. Unavailability: Specify the maximum period of time over 1 year when the minimum guaranteed service level is not available before remedies are enabled to correct outage
 - 15.5. Remedies: Specify financial remedies to HCPSS for each event that the service levels of quality of service and availability are not maintained
 - 15.6. Service Level Agreement: Offerors should include their current Service Level Agreement for the service proposed in their RFP response
 16. Network Operations Center (NOC) Schedule: Include a statement that the Offeror's NOC provides 7x24x365 coverage, including monitoring of termination equipment.
 17. Access to Technical Staff: Detail the procedures by which selected technical personnel from HCPSS will have access to the Bidder's technical staff. Offerors shall specify the level of assistance that will be provided to HCPSS technical staff to resolve various malicious network activities.
 18. Notification: Describe how the HCPSS Help Desk will be informed of problems with the network, scheduled outages and upgrades. It is desirable that all tickets related to the quality of services to HCPSS be automatically forwarded to the HCPSS Help Desk.
 19. Escalation Procedure: Outline a detailed escalation process to ensure resolution of problems that are not corrected quickly.
 20. References: Three references must be submitted with your RFP response. References should include business or government organizations that your firm has done business with in the past on projects with a similar scope to this HCPSS RFP.

SECTION 5. EVALUATION CRITERIA

1. Transmittal Letter. A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Proposal. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.
2. Signing of Forms. A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
3. Technical Proposal. Offerors shall provide clear, concise, yet detailed responses to the technical **criteria in the order provided in Section 4, Scope of Work**. Offerors shall demonstrate qualifications to perform the scope of work specifically for HCPSS. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria. Failure to include any of the items listed below may disqualify your firm's response. Offeror's Technical Proposal shall be submitted *separate* from the PRICE PROPOSAL and be clearly identified as TECHNICAL PROPOSAL.
 - 3.1. Project Objective: Provide a comprehensive, detailed narrative describing how the Offeror plans to meet each of HCPSS' requirements in the order provided in Section 4, Scope of Work.
 - 3.2. Technical Criteria. Respond to **all** criteria in the order provided in Section 4, Scope of Work
 - 3.3. Signature. Complete and sign the RFP Signature Sheet (Attachment A)
 - 3.4. Acknowledge compliance with HCPSS Insurance Requirements (Attachment B).
 - 3.5. Acknowledge compliance with HCPSS Client Sharing Agreement (Attachment C).
 - 3.6. Acknowledge receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (Attachment D) shall be completed, signed, and included in the Offeror's Proposal.
 - 3.7. Proposal Affidavit: Complete and sign the Proposal Affidavit (Attachment E) and enclose with the Technical Proposal.
 - 3.8. Acknowledge Review of Contract: The HCPSS Contract for this procurement will contain the provisions in HCPSS's Agreement for Professional Services as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror warrants that they have reviewed the Agreement for Professional Services (Attachment F) and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.

SECTION 6. EVALUATION PROCESS

1. Evaluation
 - 1.1. Following evaluation of the Proposals the Evaluation Committee will make an initial overall ranking of the Proposals and recommend to the Purchasing Office the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to HCPSS. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in HCPSS's best interest and when permitted by law. The decision of the award(s) of the Contract will be made at the discretion of the Purchasing Office and will depend on the facts and circumstances of the procurement.
 - 1.2. Following the Purchasing Office's qualifying review and approval. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.
2. Shortlisting: A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal. Shortlisted Offerors may also be required to provide a product trial.
3. Oral Presentations/Discussion Sessions.
 - 3.1. Purpose: Based on the Evaluation Committee's initial Evaluation, HCPSS may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session ("Discussion Session"). The purposes of the Discussion Session are as follows:
 - 3.1.1. To provide the Offeror the opportunity to demonstrate its experience.
 - 3.1.2. To discuss/clarify any and all aspects of the Technical Proposal, in particular approach/methodologies, implementation process, cost model options, schedule, staffing of the contract, and ongoing support of the Solution and other applicable professional services;
 - 3.1.3. To allow HCPSS to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation; and,
 - 3.1.4. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
 - 3.2. Format: The Discussion Session will be informal, as HCPSS is not interested in a sales presentation by executives and business development staff; rather, HCPSS is requesting an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. Ample time will be available for the HCPSS and the Offeror to ask questions and discuss issues and concerns related to the Solution, the scope of the services, and the Offeror's capabilities and qualifications. It is anticipated that the Discussion Session will be approximately 90 to 120 minutes in length. Following the Discussion Session, additional follow-up and/or clarification documentation may be requested of each Offeror.
 - 3.3. Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation. Offerors are advised to set these dates aside in their entirety on the calendars of key personnel identified in their offer.
 - 3.4. Location: The discussion may held at HCPSS' offices (face-to-face), by telephone, or via web conferencing.

SECTION 7. PRICE PROPOSAL

1. All-Inclusive Prices. Offeror shall respond with pricing to provide all labor, material, equipment, and supervision to provide the services as set forth in this RFP for Dedicated Internet Access. Prices offered shall be inclusive of all overhead, profit, travel including mileage and fuel expenses, accommodations, administrative fees, and direct and indirect costs. HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this RFP.
2. Fees. Offeror shall identify any additional surcharges, fees, and taxes to meet the requirements identified in this RFP and those proposed in its Technical Proposal.
3. Compliance. Pursuant to 47 C.F.R. § 54.511(b) service provider submitting RFPs in response to this Request for Proposals must certify that the offered pricing is in compliance with the FCC’s rule regarding Lowest Corresponding Price.
4. Non-recurring/Recurring Costs. HCPSS requests that Offerors provide all one-time, non-recurring costs for each location, and all recurring costs with cost schedules for each location.
5. Negotiations: HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
6. Basis for Award: An award will be made to the lowest responsible Offeror. The Purchasing Office retains the discretion to examine all factors to determine responsibility.
7. Proposals Submitted Separately. Offeror’s Price Proposal shall be submitted separate from the Technical Proposal and clearly identified as PRICE PROPOSAL.
8. Pricing Structure. Provide the following pricing options for each location:

Option A: One (1) year commencing July 1, 2019 with the option to renew for four (4) additional one-year terms

Option B: Three (3) years commencing July 1, 2019 with the option to renew for two (2) additional one-year terms

Option C: Five (5) years commencing July 1, 2019 with no renewal options.

- **Location A,** Central Office building, 10910 Clarksville Pike, Ellicott City, MD 20142
- **Location B,** Ascend One Building, 8930 Stanford Boulevard, Columbia, MD 21045
- Identify all Non-Recurring Construction Costs and corresponding costs that are E-Rate Eligible
- Identify all Non-Recurring Installation Costs and corresponding costs that are E-Rate Eligible

Monthly Recurring Cost for 10 Gbps	Monthly Recurring Cost for ___ Gbps	Monthly Recurring Cost for ___Gbps	Monthly Recurring Cost for ___Gbps	Monthly Recurring Cost for ___Gbps	Monthly Recurring Cost for ___Gbps	Monthly Recurring Cost for ___Gbps	Monthly Recurring Cost for ___Gbps	Monthly Recurring Cost for ___Gbps	Monthly Recurring Cost for 40 Gbps
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Amount E-Rate Eligible:

\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
----	----	----	----	----	----	----	----	----	----

** It is not required that every bandwidth is entered. Additionally, alternative bandwidths may be entered.

Attachments and Forms (Check List)

		Offeror Recognizes/ Acknowledges Acceptance	
Attachment A	Signature Sheet	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment B	Insurance Requirements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment C	Client Data Agreement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment D	Acknowledgement of Receipt of Addenda Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment E	Bid/Proposal Affidavit	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment F	Agreement for Professional Services	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Attachment A

SIGNATURE SHEET

A. Offeror's Certification

I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.

I/we certify that this bid is made without having contacted any employee within HCPSS unless such contacts were previously authorized by the Purchasing Officer.

I/we certify that this bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any offeror or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other offeror, or to fix any overhead, profit or cost element of said bid price, or that of any offeror, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

I hereby certify that I am authorized to sign for the offeror.

B. Vendor/Contractor Disqualification -Bribery

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

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign bid)

(title of authorized representative)

(signature of authorized representative) (Date)

(e-mail of authorized representative) (telephone number of representative)

ATTACHMENT B

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

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

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, shall so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages shall be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

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

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

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

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage shall be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles

and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$ NA per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

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

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor shall comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

ATTACHMENT C

CLIENT DATA AGREEMENT

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Definition of "CLIENT Data":** CLIENT Data include all Personally Identifiable Information (PII) and other non-public information. CLIENT Data include, but are not limited to, student data, metadata, and user content.
- B. **Data Collection and Use:** ENTITY will collect and use CLIENT Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- C. **Education Records:** If ENTITY will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the ENTITY acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement. ENTITY agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any gross negligence or willful misconduct by ENTITY, its agents and employees concerning its FERPA obligations under this section.
- D. **Obligation of Confidentiality:** In performing services under this Agreement, ENTITY and CLIENT may be exposed to and will be required to use certain "Confidential Information", as defined below. ENTITY and CLIENT along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.
- E. **Definition of Confidential Information:** "Confidential Information" means information, not generally known, and proprietary to the ENTITY or CLIENT or to a third party for whom the ENTITY or CLIENT is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the ENTITY or CLIENT. Confidential Information includes all information which ENTITY or CLIENT acquires or becomes acquainted with during the period of this Agreement, whether developed by ENTITY, CLIENT or others, which ENTITY or CLIENT has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual student and information within the definition of "Education Record." The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of CLIENT to ENTITY; (ii) all information provided by ENTITY to CLIENT pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.
- F. **Maintenance of Confidentiality:** Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to ENTITY, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement. Any such confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance subject to paragraph F.1 below.
 - 1. Upon termination or completion of the Services hereunder, upon request of CLIENT, ENTITY will delete the CLIENT's Confidential Information as housed in the ENTITY production database(s), provided that ENTITY may maintain archival copies for audit purposes and dispute resolution purposes and ENTITY may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. ENTITY shall remain under its contractual obligation of confidentiality and security to CLIENT and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this

Agreement.

- G. *Data De-Identification:*** ENTITY may use de-identified Data for product development, research, or other internal purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, ENTITY agrees not to attempt to re-identify de-identified Data.
- H. *Data Mining, Marketing and Advertising:*** Except as indicated in Section G above, ENTITY is prohibited from mining CLIENT Data for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- I. *Modification of Terms of Service:*** ENTITY will not change how CLIENT Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the ENTITY. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- J. *Data Sharing:*** ENTITY will not share CLIENT data, with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the ENTITY, without prior specific and informed written consent of the CLIENT, except as required by law.
- K. *Data Storage:*** CLIENT Data will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- L. *Terms, Data Transfer, Survival and Destruction:*** The CLIENT may immediately terminate the Agreement if the CLIENT determines the ENTITY has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the ENTITY's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. ENTITY will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the ENTITY may have transferred Data, are destroyed.
- M. *Rights and License in and to Data:*** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the ENTITY (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The ENTITY has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give ENTITY any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade Data.
- N. *Access:*** Except as otherwise expressly prohibited by law, the ENTITY will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the ENTITY seeking CLIENT Data. If the CLIENT receives a similar request, the ENTITY will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.
- O. *Security Controls and Risk Management:*** ENTITY will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of PII and Confidential Information in a secure manner.

 - 1. To comply with the safeguard obligations generally described above, ENTITY has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the

security, confidentiality, and integrity of CLIENT Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

2. ENTITY will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. ENTITY will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

- P. *Data Breaches:*** ENTITY shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after ENTITY has either actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. ENTITY shall have actual or constructive knowledge of an Incident if ENTITY actually knows there has been an Incident or if ENTITY has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. ENTITY shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. ENTITY shall promptly take appropriate action to mitigate such risk or potential problem at ENTITY's expense. In the event of an Incident, ENTITY shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- Q. *Employee and Subcontractor Qualifications:*** ENTITY shall ensure that its employees and all subcontractors who have potential access to CLIENT Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- R. *Governing Law:*** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. ENTITY will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." ENTITY agrees to be bound as an "operator" under the law regardless of the ENTITY's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- S. *Compliance:*** In addition to complying with FERPA and the Maryland Education Code cited above, the ENTITY shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- T. *Monitoring:*** The ENTITY agrees to allow the HCPSS the ability to audit the ENTITY's use of HCPSS data to ensure compliance with the terms of this agreement.
- U. *Indemnification:*** ENTITY agrees to indemnify and hold harmless HCPSS, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement, including those set forth in paragraph R above. The indemnities set forth herein will survive the

expiration or termination of this Agreement.

HCPSS agrees to indemnify and hold harmless ENTITY, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of HCPSS or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

ATTACHMENT D

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: _____

TECHNICAL PROPOSAL DUE DATE:

RFP FOR: _____

NAME OF OFFEROR: **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Printed Name

Title

ATTACHMENT E

BID/PROPOSAL AFFIDAVIT

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm _____ whose address is _____

_____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(b) been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(c) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

(d) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

(e) been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance ~ Procurement Article;

(f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in paragraph (a) through (e) above; or

(g) been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this Firm to involvement in any of the conduct described in paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(You may attach any explanation necessary.)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

5. I affirm that this proposal or bid to the Board of Education of Howard County is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County may terminate any contract awarded and take any other appropriate action.

6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgment of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

(Signature of Bidder)

(Date)

(Print Name of Bidder)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2018.

NOTARY PUBLIC

Name _____

Seal: _____

My Commission Expires _____

(Legal Name of Company)

(Address)

(City) (State) (Zip)

(Telephone) (Fax)

(E-mail address)

Contractor's License Number # _____

We are/I am licensed to do business in the State of Maryland as a:

() Corporation () Partnership () Individual () Other

Attachment F

STANDARD CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # _____

THIS AGREEMENT is entered into this ____ day of _____ 2018, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP # issued by the Board and has been selected to perform _____ services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education; and

NOW, THEREFORE, in consideration of the premises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by the Contractor shall be in accordance with the following documents:

RFP # _____
Proposal Response per dated _____.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP # _____ whose general terms, conditions and specifications and General Provisions for Professional Services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and continue for a period of one year commencing on ____ and terminating _____. The agreement may be extended an additional _____ year periods subject to funding.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

The Contractor shall receive his full compensation for all work and services performed according to conditions outlined in the solicitation.

ARTICLE V- INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

WITNESS: BOARD OF EDUCATION OF HOWARD COUNTY

By: _____(SEAL)
Chair,
Board of Education of Howard County

APPROVED: By: _____(SEAL)
Michael J. Martirano, Superintendent
Howard County Public School System

WITNESS: By: _____
Signature

Typed

Title

Company Name

Address City, State Zip

Telephone

Fax