

Request for Proposal No. 066.19.B5

For

**Enterprise Print Management
Consulting Services**

SOLICITATION SCHEDULE

Date	Event
Bid Advertised	June 11, 2019
Pre-Bid Conference	June 25, 2019 11 am – 12:30 pm
Last Date for Questions	July 3, 2019 COB
Bid Due	July 12, 2019, 2:00 p.m.
Board Approval/Contract Execution	August 20, 2019

Introduction and Background

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit submittals from qualified professional services firms to provide the Department of Information Technology (IT) with an assessment of its print environment and various options available in the design and implementation of a forward-looking enterprise print solution. A critical component of this work will be a detailed review of the Total Cost of Ownership (TCO) of available options.

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. Questions shall be submitted in writing via email to ted_ludicke@hcpss.org and valerie_beyers@hcpss.org. Inquiries will receive a written reply via addendum. 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 be held in conjunction with this RFP at the main HCPSS office building located at 10910 Route 108, Ellicott City, MD and [online via a web conference](#). To participate in the pre-proposal conference, either in person or online, [please sign up using this online form](#). See Solicitation Schedule on the cover of this document for date and time. Answers to questions and concerns brought up at the pre-bid that substantially affect RFP responses will be issued via addendum.
4. Bid Submittal Process.
 - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 4.2. Bids are to be submitted electronically in PDF format or as indicated, on a USB Flash Drive with the RFP name and number identified clearly on the sealed packet or envelope. Bid responses must be submitted to the Howard County Department of Education, Purchasing Office, 10910 Route 108, Ellicott City, Maryland 21042, no later than the time and date specified on the bid cover sheet.
 - 4.3. 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.
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.

10. 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.
11. 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).
12. 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.
13. 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.
14. 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.
15. Multiple Proposals. Offerors may not submit more than one Proposal.
16. Alternate Proposals. Offerors may not submit an alternate for this RFP.
17. 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.
18. 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.
19. 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.
20. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 20.1. Protests shall be filed in writing to the Purchasing Office prior to the Board of Education award of the contract award. 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.
 - 20.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
 - 20.2.1. Name and address of the protester
 - 20.2.2. Appropriate identification of the bid
 - 20.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - 20.2.4. Suggested remedy(ies)

SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Offerrer'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 not consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship.
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 ensure 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. 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 and Sign-in Procedures. 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 are 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 to HCPSS professional services 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:
 - 1.1.1. The Contract Form
 - 1.1.2. The Request for Proposal and all amendments to the solicitation
 - 1.1.3. 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 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. The initial Contract term shall be for one (1) year from the date of contract execution. HCPSS may solely authorize one (1) additional one-year term (a maximum total of two one-year terms) pending successful performance and availability of funds.
3. Eligibility to Participate in Resultant RFP. The Contractor awarded a contract through this RFP will be ineligible to submit bids or proposals for HCPSS's Print Management Solution RFP resultant from said Contractor's services.
4. HCPSS Program Coordinator. HCPSS will designate a staff member to act as coordinator ("Program Coordinator") between HCPSS and the Contractor. Throughout the period of the Contract, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Program Coordinator and also to any other HCPSS personnel designated by the Program Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Contract shall be made only with the prior knowledge and concurrence of the Program Coordinator.
5. Professional Services. The Contractor shall utilize personnel named and/or otherwise identified in its submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Program Coordinator; or (b) a change is requested in writing by the Program 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.
6. Billing and Payment.
 - 6.1. The contractor shall submit invoices to the attention of the selected Program Coordinator, Howard County Department of Education, 10910 Rt. 108, Ellicott City, MD21042.
 - 6.1.1. Invoices shall contain the following information:
 - 6.1.1.1. Purchase Order Number
 - 6.1.1.2. Description of work along with number of hours expended
 - 6.1.1.3. 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. Acceptance Procedure. HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and/or subcontractor staff in the performance of work under the Contract.

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").
- 8.2. 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.
- 8.3. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 8.4. 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.
- 8.5. 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 HCPSS Insurance Requirements, 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 Contractors 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 Contractors 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. Liquidated Damages: Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all products and/or services identified in the document. It is important that deliverables arrive on time. If delivery of products and/or services arrives after specified completion dates, the Contractor shall be liable for liquidated damages not to exceed the Contractor's quoted fees and pricing.
16. 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.
17. Subcontracting and Assignment.
 - 17.1. 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.
 - 17.2. 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.
18. 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.
19. 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.

20. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
21. 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.
22. 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.
23. Compliance with Laws. The Contractor hereby represents and warrants that:
 - 23.1. 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;
 - 23.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - 23.3. 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.
24. 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.
25. Network/Data Security. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained when applicable.
 - 25.1. Specific activities include, but are not limited to:
 - 25.1.1. 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.
 - 25.1.2. Assessment of the contractor's security and privacy controls including HCPSS's security and privacy requirements in the agreement.
 - 25.1.3. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.
 - 25.2. 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.
 - 25.3. Contractor shall:
 - 25.3.1. 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;
 - 25.3.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and

25.3.3. 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.

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

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

25.4. HCPSS, at its sole option, may request the Contractor to 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.

25.5. HCPSS or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors 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.

26. Work Hours. Work performed on HCPSS premises shall be performed during HCPSS normal working hours (see HCPSS School Calendar at <http://www.hcpss.org/calendar>).

SECTION 4. SCOPE OF WORK

1. Purpose. The HCPSS Department of Information Technology (IT) is soliciting proposals from established professional services firms to provide consulting services to establish a new enterprise print management solution for use in all central office locations and schools. This effort is part of a long-term strategy to ensure HCPSS selects the best cost-effective print solution that will meet the long-term needs of the school system.

The goal for this RFP is to develop a blueprint for implementing an integrated enterprise print management solution that is cost-effective, flexible, and able to meet long-term needs of the school system.

2. Background. HCPSS currently has these types of printers: Large Multifunctional Devices, Small Multifunctional Devices, Duplicators, and desktop printers. Duplicators and some desktop printers are not connected to the network.

- 2.1. Desktop Printers

HCPSS estimates that there are 3,937 desktop printers on our network and a number of non-networked printers in school and central office locations.

- 2.2. MFDs/Duplicators.

HCPSS provides the following MFDs/Duplicators to schools:

Elementary Schools	1 Large Multifunction	1 Small Multifunction	1 Duplicator
Middle Schools	1 Large Multifunction	2 Small Multifunction	1 Duplicator
High Schools	2 Large Multifunction	3 Small Multifunction	1 Duplicator

3. Requirements.

- 3.1. The Contractor (consultant) shall demonstrate to HCPSS stakeholders that they have a clear understanding of HCPSS's current printing environment, its supporting infrastructure, and systems that are, or may be, integrated with it.
- 3.2. The Contractor shall provide a complete and comprehensive recommendation for an integrated print solution within three months of contract execution. Failure to submit a complete and comprehensive recommendation within three months will be considered a breach of contract whereupon Contractor may be subject to liquidated damages (see Section 3 Special Terms and Conditions, paragraph 3.15).
- 3.3. The Contractor may recommend multiple solutions. If more than one solution is proposed, the Contractor must identify specific advantages and disadvantages of each solution as well as selection and ranking criteria to nail down to the best solution for HCPSS. The Contractor's recommended Print Solution(s) shall have the ability to integrate with HCPSS's Print Services and current and future content management systems.
- 3.4. The Contractor's recommended Print Solution(s) shall include a projected multi-year financial Total Cost of Ownership (TCO) analysis. This shall include, at a minimum, the following costs: hardware, software, maintenance, installation, contract services, repair services, and support. These are to be detailed in an Excel spreadsheet.
- 3.5. The Contractor shall provide architectural design documents that specifically support the proposed solution(s).
- 3.6. The Contractor shall present the requirements identified above to multiple stakeholders both technical and non-technical. All questions and concerns, verbal or in writing, shall be documented and answered in writing to the satisfaction of stakeholders.
- 3.7. At the minimum, the Contractor shall perform the following tasks. However, the respondents can recommend additional deliverables/information that will be delivered to successfully establish and implement the Print Solution(s).

- 1.
- 2.

3.

- 3.1.
- 3.2.
- 3.3.
- 3.4.
- 3.5.
- 3.6.
- 3.7.

3.7.1. Analyze the hardware and software capacity of the Print Services division

3.7.1.1. Printing/finishing equipment

- 3.7.1.1.1. B/W Copying
- 3.7.1.1.2. Color Copying
- 3.7.1.1.3. High Volume Printing
- 3.7.1.1.4. Large Format Printing

3.7.1.2. Software

- 3.7.1.2.1. Secure Release Printing
- 3.7.1.2.2. Web-to-Print
- 3.7.1.2.3. Workflow Management
- 3.7.1.2.4. Charge-back and Budgeting
- 3.7.1.2.5. Shipping/Inventory Control

3.7.2. Perform needs assessment

3.7.3. Baseline the current total cost of ownership

3.7.4. Document an overarching print strategy document based on HCPSS' current and projected needs and incorporate Enterprise Content Management system

3.7.5. Provide recommendations based on industry and K12 best practices and proven technologies for:

- 3.7.5.1. Print server options
- 3.7.5.2. Cloud vs on premises
- 3.7.5.3. Print Services integration
- 3.7.5.4. Leverage existing document services (but limited to them)
 - 3.7.5.4.1. Google
 - 3.7.5.4.2. SharePoint
 - 3.7.5.4.3. Canvas/ LMS

3.7.6. Recommend a model for local printer management

3.7.6.1. Reposition useful devices in existing fleet at each location

3.7.7. Provide design document detailing:

- 3.7.7.1. Technical solution
- 3.7.7.2. Service model
- 3.7.7.3. SLA
- 3.7.7.4. Solution's total cost of ownership

3.7.8. Provide an Implementation Plan

- 3.7.8.1. Standardization of enterprise fleet and standardization on the type of device and quantity of devices to deploy across the district.
- 3.7.8.2. Standardizing local printing
- 3.7.8.3. Change management
- 3.7.8.4. Print policies

3.7.9. Assist with a communication plan

3.7.10. Offer continuous consultative help on the deliverables

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 addresses all of the requirements of this RFP. 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

Clear, concise, yet detailed responses to the technical criteria below are to be provided. Standard sales material may be provided but shall be attached as an Attachment rather than included within the body of the Proposal. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.

The information identified below shall be furnished in the Proposal in the order provided. Failure to include any of the items listed below may disqualify your firm's response. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for HCPSS.

Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and clearly identified in its proposal as TECHNICAL PROPOSAL.

- 3.1. Summary: Provide a comprehensive, detailed narrative, including a high-level schedule and project milestones, describing how the Offeror plans to address the technical requirements in the order outlined in Section 4, Scope of Work, Paragraph 3.
- 3.2. Company Profile/Demonstration of Prior Work: The Offeror shall demonstrate and certify that it possesses at a minimum two (2) years of experience providing professional services as described in this document to institutions similar to HCPSS in scale. This includes providing details on company history, number of employees, and number of similar contracts.
- 3.3. Staffing Qualifications: Provide resumes of Account Representative(s) and Key Personnel that will be utilized to provide services as described in Section 4, Scope of Work. Provide the names of three (3) clients in which the proposed Account Representative held a similar position.
- 3.4. Unique Qualifications: Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a solution to HCPSS.
- 3.5. References: The Offeror must provide references for a minimum of three contracts of similar size and scope completed. For each include a contact person's name, telephone number and email address, dates of services, types of personnel supplied, and descriptions of services performed. Work performed for K-12 public school systems of similar size and scope is preferred and will be scored higher. HCPSS reserves the right to verify all information given as well as to check any other sources available, including itself, as a reference by the Offeror.
- 3.6. Signature: Complete and sign the RFP Signature Sheet (Attachment C)
- 3.7. Acknowledge: Compliance with HCPSS Insurance Requirements (Attachment D).

- 3.8. Signature: Complete and sign HCPSS Student Data Sharing Agreement (Attachment E).
- 3.9. Signature: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, the Acknowledge Receipt of Addenda Form (Attachment F) shall be completed, signed, and included in the Offeror's Proposal.
- 3.10. Signature: Complete and sign the Proposal Affidavit (Attachment G) and enclose with the Technical Proposal.
- 3.11. Acknowledge Review of Contract: The HCPSS Contract for this procurement will contain the provisions in all Terms and Conditions, Attachments, Addenda, presentation and discussion materials 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 H) 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.
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 Project 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; 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 and the experienced personnel submitted in their proposals. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. These individuals may be asked to demonstrate their technical skills so HCPSS can evaluate their knowledge and expertise for the specific position they will fill. Ample time will be available for the HCPSS and the Offeror to ask questions and discuss issues and concerns related to the Project, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 90 to 120 minutes in length. Information presented or discussed in the Discussion Session may supersede information provided in the initial offer. 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 be onsite at HCPSS, via telephone, or via web conferencing.

SECTION 7. PRICE PROPOSAL

1. Price Structure
 - 1.1. Meet All Requirements. Offeror shall respond with pricing that meets the requirements provided in this RFP and described in Offeror's technical response.
 - 1.2. Hourly Rates. Offeror shall provide hourly billing rates and indicate a maximum ceiling for the total cost for services based on the Offeror's understanding of the requirements detailed in Section 4, Scope of Work.
 - 1.3. All-Inclusive. Prices offered shall be inclusive of all overhead, profit, travel, accommodations, administrative fees, and direct and indirect costs and shall represent onsite staff work within Howard County, MD. HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this RFP.
2. Option - RFP Assistance: If interested, Offeror shall provide hourly billing rates and indicate a maximum ceiling for the total cost for RFP assistance based on the Offeror's understanding of the requirements detailed in Section 4, Scope of Work, paragraph 5.
3. Separate Submittals. Offeror's PRICE PROPOSAL shall be submitted separate from the TECHNICAL PROPOSAL and clearly identified as PRICE PROPOSAL.
4. Best and Final Offers. Following the evaluation and/or Discussion Session, Best and Final Offers may be requested of selected Offerors.
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. Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP.

Attachments and Forms (Check List)

		Offeror Recognizes/ Acknowledges Acceptance	
Attachment A	Existing MFDs and Duplicators	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment B	Usage Data	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment C	Signature Sheet <i>(signature Required)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment D	Insurance Requirements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment E	Student Data Sharing Agreement <i>(signature Required)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment F	Acknowledgement of Receipt of Addenda <i>(signature Required)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment G	Bid/Proposal Affidavit <i>(signature Required)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment H	Agreement for Professional Services	Yes <input type="checkbox"/>	No <input type="checkbox"/>

- ❖ Submit this completed Check List with Technical Proposal

Attachment A
Existing MFDs and Duplicators

Equipment Make & Location	Address	City	Serial #	Model
<u>Konica Minolta MFDs</u>				
Atholton_ES	6700 Seneca Dr	Columbia	A5YN017002576	bizhub 654e
Atholton_HS_Mailroom	6520 Freetown Rd	Columbia	A5YN017002567	bizhub 654e
Atholton_HS_Staff	6520 Freetown Rd	Columbia	A5YN017002577	bizhub 654e
Bellow Springs_ES	8125 Old Stockbridge Dr	Ellicott City	A5YN017002695	bizhub 654e
Bollman_Bridge_ES	8200 Savage-Guilford Rd	Savage	A5YN017002345	bizhub 654e
Bonnie-Branch_MS	4979 Ilchester Rd	Ellicott City	A5YN017002688	bizhub 654e
Bryant_Woods_ES	5450 Blue Heron Ln	Columbia	A5YN017002553	bizhub 654e
Burleigh_Manor_MS	4200 Centennial Ln	Ellicott City	A5YN017001952	bizhub 654e
Bushy_Park_ES	14601 Carrs Mill Rd	Glenwood	A5YN017002546	bizhub 654e
Cedar_Lane_Admin	9440 Route 99	Ellicott City	A5YN017002572	bizhub 654e
Centennial_HS_1	4300 Centennial Ln	Ellicott City	A5YN017001822	bizhub 654e
Centennial_HS_2	4300 Centennial Ln	Ellicott City	A5YN017002559	bizhub 654e
Centennial_Lane_ES	3825 Centennial Ln	Ellicott City	A5YN017002582	bizhub 654e
Central Office_W_Middle_Level	10910 Clarksville Pike	Ellicott City	A5YN017002321	bizhub 654e
Central Office_West_Lower_Level	10910 Clarksville Pike	Ellicott City	A5YN017002323	bizhub 654e
Central Office_West_UL	10910 Clarksville Pike	Ellicott City	A5YN017001784	bizhub 654e
Central_Office_E_LL	10910 Clarksville Pike	Ellicott City	A5YN017002497	bizhub 654e
Central_Office_E_ML	10910 Clarksville Pike	Ellicott City	A5YN017002358	bizhub 654e
Central_Office_E_UL	10910 Clarksville Pike	Ellicott City	A5YN017002560	bizhub 654e
Clarksville_ES	12041 Route 108	Clarksville	A5YN017002591	bizhub 654e
Clarksville_MS	6535 South Trotter Rd	Clarksville	A5YN017002588	bizhub 654e
Clemens-Crossing_ES	10320 Quarterstaff Rd	Columbia	A5YN017002355	bizhub 654e
Cradlerock_ES	6700 Cradlerock Way	Columbia	A5YN017001959	bizhub 654e
Dayton_Oaks_ES	4691 Ten Oaks Rd	Dayton	A5YN017002599	bizhub 654e
Deep_Run_ES	6925 Old Waterloo Rd	Elkridge	A5YN017002327	bizhub 654e
Duckett_Lane_ES	6501 Ducketts Lane	Elkridge	A5YN017001806	bizhub 654e
Dunloggin_MS	9129 Northfield Rd	Ellicott City	A5YN017002216	bizhub 654e
Elkridge_ES	7075 Montgomery Rd	Elkridge	A5YN017005981	bizhub 654e
Elkridge_Landing_MS	7085 Montgomery Rd	Elkridge	A5YN017002543	bizhub 654e
Ellicott_Mills_MS	4445 Montgomery Rd	Ellicott City	A5YN017002542	bizhub 654e
Folly_Quarter_MS	13500 Tridelphia Rd	Ellicott City	A5YN017002563	bizhub 654e
Forest_Ridge_ES	9550 Gorman Rd	Laurel	A5YN017002596	bizhub 654e
Fulton_ES	11600 Scaggsville Rd	Fulton	A5YN017002565	bizhub 654e
Glenelg_HS_Science	14025 Burnt Woods Rd	Glenelg	A5YN017002648	bizhub 654e
Glenelg_HS_Workroom	14025 Burnt Woods Rd	Glenelg	A5YN017002550	bizhub 654e
Glenwood_MS	2680 Route 97	Glenwood	A5YN017002579	bizhub 654e
Gorman-Crossing_ES	9999 Winter Sun Rd	Laurel	A5YN017002617	bizhub 654e
Guilford_ES	7335 Oakland Mills Rd	Columbia	A5YN017001700	bizhub 654e
Hammond_ES	8110 Aladdin Dr	Laurel	A5YN017002685	bizhub 654e

Equipment Make & Location	Address	City	Serial #	Model
<u>Konica Minolta MFDs</u>				
Hammond_HS_1	8800 Guilford Rd	Columbia	A5YN017002513	bizhub 654e
Hammond_HS_Media	8800 Guilford Rd	Columbia	A5YN017002552	bizhub 654e
Hammond_MS	8100 Aladdin Dr	Laurel	A5YN017001878	bizhub 654e
Hanover Hills_ES	10910 Clarksville Pike	Ellicott City	AA6R011001472	bizhub 658e
Harper's-Choice_MS	5450 Beaverkill Rd	Columbia	A5YN017002589	bizhub 654e
HCPSS_ARL_Lounge_1	10920 Route 108	Ellicott City	A5YN017002561	bizhub 654e
HCPSS_Ascend	8930 Stanford Blvd	Columbia	A5YN017002518	bizhub 654e
Hollifield_ES	8701 Stonehouse Dr	Ellicott City	A5YN017001846	bizhub 654e
Homewood_School	10914 Route 108	Columbia	A5YN017002354	bizhub 654e
Howard_HS	8700 Old Annapolis Rd	Ellicott City	A5YN017001934	bizhub 654e
Howard_HS_FO	8700 Old Annapolis Rd	Ellicott City	A5YN017002627	bizhub 654e
Howard_HS_Staff_WR	8700 Old Annapolis Rd	Ellicott City	A5YN017002586	bizhub 654e
Ilchester_ES	4981 Ilchester Rd	Ellicott City	A5YN017002573	bizhub 654e
Jeffers Hill_ES	6001 Tamar Dr	Columbia	A5YN017002531	bizhub 654e
Lake_Elkhorn_MS	6680 Cradlerock Way	Columbia	A5YN017001863	bizhub 654e
Laurel_Woods_ES	9250 North Laurel Rd	Laurel	A5YN017002253	bizhub 654e
Lime_Kiln_MS	11650 Scaggsville Rd	Fulton	A5YN017001965	bizhub 654e
Lisbon_ES	15901 Frederick Rd	Woodbine	A5YN017002532	bizhub 654e
Long_Reach_HS-FO	6101 Old Dobbin Ln	Columbia	A5YN017002616	bizhub 654e
Long_Reach_HS-Media	6101 Old Dobbin Ln	Columbia	A5YN017002623	bizhub 654e
Longfellow_ES	5470 Hesperus Dr	Columbia	A5YN017002585	bizhub 654e
Manor Woods_ES	11575 Frederick Rd	Ellicott City	A5YN017009541	bizhub 654e
Marriotts_Ridge_HS_1	12100 Woodford Dr	Marriottsville	A5YN017002564	bizhub 654e
Marriotts-Ridge-HS-2	12100 Woodford Dr	Marriottsville	A5YN017001795	bizhub 654e
Mayfield_Wood_MS	7950 Red Barn Way	Elkridge	A5YN017002669	bizhub 654e
Mount_View_MS	12101 Woodford Dr	Marriottsville	A5YN017002540	bizhub 654e
Mt_Hebron_HS_Media	9440 Route 99	Ellicott City	A5YN017002580	bizhub 654e
Murray_Hill_MS	9989 Winter Sun Rd	Laurel	A5YN017002558	bizhub 654e
Northfield_ES	9125 Northfield Rd	Ellicott City	A5YN017002635	bizhub 654e
Oakland_Mills_HS_1	9410 Kilimanjaro Rd	Columbia	A5YN017002566	bizhub 654e
Oakland_Mills_HS_SL	9410 Kilimanjaro Rd	Columbia	A5YN017002530	bizhub 654e
Oakland_Mills_MS	9540 Kilimanjaro Rd	Columbia	A5YN017002549	bizhub 654e
Old_Cedar_Lane	5451 Beaverkill Rd	Columbia	A5YN017002534	bizhub 654e
Patapsco_MS	8885 Old Frederick Rd	Ellicott City	A5YN017002667	bizhub 654e
Patuxent_Valley_MS	9151 Vollmerhausen Rd	Savage	A5YN017002562	bizhub 654e
Phelps Luck_ES	5370 Old Stone Court	Columbia	A5YN017004446	bizhub 654e
Pointers_Run_ES	6600 South Trotter Rd	Clarksville	A5YN017002646	bizhub 654e
Reservoir_HS_Media	11550 Scaggsville Rd	Fulton	A5YN017002329	bizhub 654e
Reservoir_HS_WR	11550 Scaggsville Rd	Fulton	A5YN017002330	bizhub 654e
River_Hill_HS_FO	12101 Clarksville Pike	Clarksville	A5YN017002690	bizhub 654e
River-Hill_HS-Main-2	12101 Clarksville Pike	Clarksville	A5YN017002250	bizhub 654e
Rockburn_ES	6145 Montgomery Rd	Elkridge	A5YN017002301	bizhub 654e

Equipment Make & Location	Address	City	Serial #	Model
<u>Konica Minolta MFDs</u>				
Running_Brook_ES	5215 West Running Brook Rd	Columbia	A5YN017001937	bizhub 654e
St_John's_Lane_ES	2960 St John's Ln	Ellicott City	A5YN017002547	bizhub 654e
Stevens Forest_ES	6045 Stevens Forest Rd	Columbia	A5YN017002583	bizhub 654e
Swansfield_ES	5610 Cedar Ln	Columbia	A5YN017002283	bizhub 654e
Talbott_Springs_ES	9550 Basket Ring Rd	Columbia	A5YN017002541	bizhub 654e
Thomas_Viaduct_MS	7000 Banbury Dr	Hanover	A5YN017001744	bizhub 654e
Thunder_Hill_ES	9357 Mellenbrook Rd	Columbia	A5YN017002226	bizhub 654e
Triadelphia_Ridge_ES	13400 Tridelphia Rd	Ellicott City	A5YN017002526	bizhub 654e
Veteran's_ES	4355 Montgomery Rd	Ellicott City	A5YN017001933	bizhub 654e
Warehouse	6675 Amberton Drive	Elkridge	A5YN017002578	bizhub 654e
Waterloo_ES	5940 Waterloo Rd	Columbia	A5YN017002551	bizhub 654e
Waverly_ES	10220 Wetherburn Rd	Ellicott City	A5YN017002557	bizhub 654e
West Friendship_ES	12500 Frederick Rd	West Friendship	A5YN017002615	bizhub 654e
Wilde_Lake_HS	5460 Trumpeter Rd	Columbia	A5YN017002548	bizhub 654e
Wilde_Lake_MS	10481 Cross Fox Ln	Columbia	A5YN017002581	bizhub 654e
WildeLake_HS	5460 Trumpeter Rd	Columbia	A5YN017002620	bizhub 654e
Worthington_ES	4570 Roundhill Rd	Ellicott City	A5YN017002590	bizhub 654e
ARL	10920 Clarksville Pike	Ellicott City	A7R0011011009	bizhub C258
Hanover Hills_ES	7030 Banbury Drive	Hanover	AA6W011000375	bizhub 308e
Waverly_ES	10220 Wetherburn Rd	Ellicott City	-	bizhub 308e

Equipment Make & Location	Address	City	Serial #	Model
<u>Toshiba MFDs</u>				
Admin Office	8800 North Ridge Rd	Ellicott City	C2H255897	e-studio 356
Admin Office	8930 Stanford Blvd	Columbia	C2H251272	e-studio 356
Admin Office	8930 Stanford Blvd	Columbia	C2H255896	e-studio 356
Admin Office	9020 Mendenhall Ct	Columbia	C2H255134	e-studio 456
Admin Office	Thomas Dorsey Building	Columbia	C2I259286	e-Studio 206L
ARL	10920 Clarksville Pike	Clarksville	C2I259324	e-Studio 206L
Atholton ES	6700 Seneca Dr	Columbia	C2I256202	e-studio 256
Atholton HS	6520 Freetown Rd	Columbia	C2I259316	e-Studio 206L
Atholton HS	6520 Freetown Rd	Columbia	C2H255147	e-studio 456
Atholton HS	6520 Freetown Rd	Columbia	C2H255221	e-studio 456
Bellows Springs ES	8125 Old Stockbridge Dr	Ellicott City	C2I256196	e-studio 256
Bollman Bridge ES	8200 Savage-Guilford Rd	Savage	C2H256078	e-studio 256
Bonnie Branch MS	4979 Ilchester Rd	Ellicott City	C2H255141	e-studio 456
Bonnie Branch MS	4979 Ilchester Rd	Ellicott City	C2I256128	e-studio 256
Bryant Woods ES	5450 Blue Heron Ln	Columbia	C2H256068	e-studio 256
Burleigh Manor MS	4200 Centennial Ln	Ellicott City	C2H251205	e-studio 356
Burleigh Manor MS	4200 Centennial Ln	Ellicott City	C2I256140	e-studio 256
Bushy Park ES	14601 Carrs Mill Rd	Glenwood	C2I256148	e-studio 256
Centennial Lane ES	3825 Centennial Ln	Ellicott City	C2I256150	e-studio 256
Centennial HS	4300 Centennial Ln	Ellicott City	C2I259297	e-Studio 206L
Centennial HS	4300 Centennial Ln	Ellicott City	C2H255224	e-studio 456
Centennial HS	4300 Centennial Ln	Ellicott City	C2H255186	e-studio 456
Central Office	10910 Clarksville Pike	Ellicott City	C2H255325	e-studio 356
Central Office	10910 Clarksville Pike	Ellicott City	C2I259322	e-Studio 206L
Central Office	10910 Clarksville Pike	Ellicott City	C2I259313	e-Studio 206L
Central Office	10910 Clarksville Pike	Ellicott City	C2H255789	e-studio 356
Central Office	10910 Clarksville Pike	Ellicott City	C2I259394	e-Studio 206L
Clarksville ES	12041 Route 108	Clarksville	C2I256158	e-studio 256
Clarksville MS	6535 South Trotter Rd	Clarksville	C2H251270	e-studio 356
Clarksville MS	6535 South Trotter Rd	Clarksville	C2I256139	e-studio 256
Clemons Crossing ES	10320 Quarterstaff Rd	Columbia	C2I256188	e-studio 256
Cradlerock ES	6700 Cradlerock Way	Columbia	C2I256086	e-studio 256
Cradlerock ES	6700 Cradlerock Way	Columbia	C2H255811	e-studio 356
Cradlerock ES	6700 Cradlerock Way	Columbia	C2I256160	e-studio 456
Cradlerock ES	6700 Cradlerock Way	Columbia	C2K210645	e-studio 456
Dayton Oaks ES	4691 Ten Oaks Rd	Dayton	C2H256080	e-studio 256
Deep Run ES	6925 Old Waterloo Rd	Elkridge	C2I256127	e-studio 256
Ducketts Lane ES	6501 Ducketts Lane	Elkridge	C2J264731	e-studio 356
Dunloggin MS	9129 Northfield Rd	Ellicott City	C2H251297	e-studio 356
Dunloggin MS	9129 Northfield Rd	Ellicott City	C2I256144	e-studio 256
Elkridge ES	7075 Montgomery Rd	Elkridge	C2I256200	e-studio 256
Elkridge Landing MS	7085 Montgomery Rd	Elkridge	C2H255140	e-studio 456

Equipment Make & Location	Address	City	Serial #	Model
<u>Toshiba MFDs</u>				
Elkridge Landing MS	7085 Montgomery Rd	Elkridge	C2H255328	e-studio 356
Ellicott Mills MS	4445 Montgomery Rd	Ellicott City	C2H255320	e-studio 356
Ellicott Mills MS	4445 Montgomery Rd	Ellicott City	C2H256079	e-studio 256
Folly Middle MS	13500 Tridelphia Rd	Ellicott City	C2H255782	e-studio 356
Folly Middle MS	13500 Tridelphia Rd	Ellicott City	C2I256194	e-studio 256
Forest Ridge ES	9550 Gorman Rd	Laurel	C2I256088	e-studio 256
Fulton ES	11600 Scaggsville Rd	Fulton	C2H256066	e-studio 256
Glenelg HS	14025 Burnt Woods Rd	Glenelg	C2I259360	e-Studio 206L
Glenelg HS	14025 Burnt Woods Rd	Glenelg	C2H255214	e-studio 456
Glenelg HS	14025 Burnt Woods Rd	Glenelg	C2H255197	e-studio 456
Glenwood MS	2680 Route 97	Glenwood	C2H251202	e-studio 356
Glenwood MS	2680 Route 97	Glenwood	C2H255497	e-studio 256
Gorman Crossing ES	9999 Winter Sun Rd	Laurel	C2I256083	e-studio 256
Guilford ES	7335 Oakland Mills Rd	Columbia	C2I256085	e-studio 256
Hammond ES	8110 Aladdin Dr	Laurel	C2H256077	e-studio 256
Hammond HS	8800 Guilford Rd	Columbia	C2I259359	e-Studio 206L
Hammond HS	8800 Guilford Rd	Columbia	C2H255179	e-studio 456
Hammond HS	8800 Guilford Rd	Columbia	C2H255150	e-studio 456
Hammond MS	8100 Aladdin Dr	Laurel	C2H251209	e-studio 356
Hammond MS	8100 Aladdin Dr	Laurel	C2H256071	e-studio 256
Harpers Choice MS	5450 Beaverkill Rd	Columbia	C2H256070	e-studio 256
Harpers Choice MS	5450 Beaverkill Rd	Columbia	C2H255784	e-studio 356
Harriet Tubman Bldg	8045 Harriet Tubman Ln	Columbia	C2I259387	e-Studio 206L
Hollifield Station ES	8701 Stonehouse Dr	Ellicott City	C2I256096	e-studio 256
Hollifield Station ES	8701 Stonehouse Dr	Ellicott City	13031445	e-studio 456
Homewood Center	10914 Route 108	Columbia	C2I259390	e-Studio 206L
Homewood Center	10914 Route 108	Columbia	C2H255235	e-studio 456
Howard HS	8700 Old Annapolis Rd	Ellicott City	C2I260540	e-Studio 206L
Howard HS	8700 Old Annapolis Rd	Ellicott City	C2H255217	e-studio 456
Howard HS	8700 Old Annapolis Rd	Ellicott City	C2H255165	e-studio 456
Ilchester ES	4981 Ilchester Rd	Ellicott City	C2H256076	e-studio 256
Jeffers Hill ES	6001 Tamar Dr	Columbia	C2H255435	e-studio 256
Laurel Woods ES	9250 North Laurel Rd	Laurel	C2I256157	e-studio 256
Lime Kiln MS	11650 Scaggsville Rd	Fulton	C2H251275	e-studio 356
Lime Kiln MS	11650 Scaggsville Rd	Fulton	C2I256192	e-studio 256
Lisbon ES	15901 Frederick Rd	Woodbine	C2I256152	e-studio 256
Long Reach HS	6101 Old Dobbin Ln	Columbia	C2I259380	e-studio 456
Long Reach HS	6101 Old Dobbin Ln	Columbia	C2H255212	e-studio 456
Long Reach HS	6101 Old Dobbin Ln	Columbia	C2H255160	e-studio 456
Longfellow ES	5470 Hesperus Dr	Columbia	C2I256137	e-studio 256
Manor Woods ES	11575 Frederick Rd	Ellicott City	C2I256154	e-studio 256
Marriotts Ridge HS	12100 Woodford Dr	Marriottsville	C2H255233	e-studio 456

Equipment Make & Location	Address	City	Serial #	Model
<u>Toshiba MFDs</u>				
Marriotts Ridge HS	12100 Woodford Dr	Marriottsville	C2H255195	e-studio 456
Marriotts Ridge HS	12100 Woodford Dr	Marriottsville	C2I259370	e-Studio 206L
Mayfield Woods MS	7950 Red Barn Way	Elkridge	C2H255818	e-Studio 206L
Mayfield Woods MS	7950 Red Barn Way	Elkridge	C2I256136	e-studio 256
Mount View MS	12101 Woodford Dr	Marriottsville	C2I256101	e-studio 256
Mount View MS	12101 Woodford Dr	Marriottsville	C2H251182	e-studio 356
Mt. Hebron HS	9440 Route 99	Ellicott City	C2H255128	e-studio 456
Mt. Hebron HS	9440 Route 99	Ellicott City	C2H255237	e-studio 456
Mt. Hebron HS	9440 Route 99	Ellicott City	C2I259383	e-Studio 206L
Murray Hills MS	9989 Winter Sun Rd	Laurel	C2H251204	e-studio 356
Murray Hills MS	9989 Winter Sun Rd	Laurel	C2H256081	e-studio 256
Northfield ES	9125 Northfield Rd	Ellicott City	C2H256075	e-studio 256
Oakland HS	9410 Kilimanjaro Rd	Columbia	C2I259371	e-Studio 206L
Oakland HS	9410 Kilimanjaro Rd	Columbia	C2H255188	e-studio 456
Oakland HS	9410 Kilimanjaro Rd	Columbia	C2H255166	e-studio 456
Oakland Mills MS	9540 Kilimanjaro Rd	Columbia	C2H251184	e-studio 356
Oakland Mills MS	9540 Kilimanjaro Rd	Columbia	C2I256135	e-studio 256
Old Cedar Lane Admin	5451 Beaverkill RD	Columbia	C2I259308	e-Studio 206L
Old Cedar Lane Admin	5451 Beaverkill RD	Columbia	C2I259365	e-Studio 206L
Old Cedar Lane Admin	5451 Beaverkill RD	Columbia	C2I259377	e-Studio 206L
Old Cedar Lane Admin	5451 Beaverkill RD	Columbia	C2H255814	e-studio 356
Old Cedar Lane Admin	5451 Beaverkill RD	Columbia	C2I259356	e-Studio 206L
Old Cedar Lane Admin	5451 Beaverkill Rd	Columbia	C2H255794	e-studio 356
Old Cedar Lane Admin	5451 Beaverkill Rd	Columbia	C2I259314	e-Studio 206L
Old Cedar Lane Admin	5451 Beaverkill Rd	Columbia	C2H251207	e-studio 356
Old Cedar Lane Admin	5451 Beaverkill Rd	Columbia	13031410	e-studio 356
Old Cedar Lane Admin	5451 Beaverkill RD	Columbia	13030261	e-Studio 206L
Patapsco MS	8885 Old Frederick Rd	Ellicott City	C2I256197	e-studio 256
Patapsco MS	8885 Old Frederick Rd	Ellicott City	C2H251187	e-studio 356
Patuxent Valley MS	9151 Vollmerhausen Rd	Savage	C2H255932	e-studio 356
Patuxent Valley MS	9151 Vollmerhausen Rd	Savage	C2I256146	e-studio 256
Phelps Luck ES	5370 Old Stone Court	Columbia	C2I256141	e-studio 256
Pointers Run ES	6600 South Trotter Rd	Clarksville	C2I256159	e-studio 256
Reservoir HS	11550 Scaggsville Rd	Fulton	C2I259381	e-Studio 206L
Reservoir HS	11550 Scaggsville Rd	Fulton	C2H255211	e-studio 456
Reservoir HS	11550 Scaggsville Rd	Fulton	C2H255159	e-studio 456
River Hill HS	12101 Clarksville Pike	Clarksville	C2I259384	e-Studio 206L
River Hill HS	12101 Clarksville Pike	Clarksville	C2H255185	e-studio 456
River Hill HS	12101 Clarksville Pike	Clarksville	C2H255232	e-studio 456
Rockburn ES	6145 Montgomery Rd	Elkridge	C2H255436	e-studio 256
Running Brook ES	5215 West Running Brook Rd	Columbia	C2I256201	e-studio 256
St Johns Lane ES	2960 St John's Ln	Ellicott City	C2H256073	e-studio 256

Equipment Make & Location	Address	City	Serial #	Model
<u>Toshiba MFDs</u>				
Stevens Forest ES	6045 Stevens Forest Rd	Columbia	C2I256087	e-studio 256
Swansfield ES	5610 Cedar Ln	Columbia	C2I256189	e-studio 256
Talbott Spring ES	9550 Basket Ring Rd	Columbia	C2I256153	e-studio 256
Thomas Viaduct MS	7000 Banbury Dr	Hanover	C2K211160	e-studio 456
Thunder Hill ES	9357 Mellenbrook Rd	Columbia	C2I256199	e-studio 256
Tridelphia Ridge ES	13400 Tridelphia Rd	Ellicott City	C2I256147	e-studio 256
Veterans ESWater	4355 Montgomery Rd	Ellicott City	C2H256072	e-studio 256
Warehouse	6675 Amberton Drive	Elkridge	C2I259326	e-Studio 206L
Warehouse	6675 Amberton Drive	Elkridge	C2H255139	e-studio 456
Warehouse	6675 Amberton Drive	Elkridge	C2I259364	e-Studio 206L
Waterloo ES	5940 Waterloo Rd	Columbia	C2I256142	e-studio 256
Waverly ES	10220 Wetherburn Rd	Ellicott City	C2I256198	e-studio 256
West Friendship ES	12500 Frederick Rd	West Friendship	C2H256082	e-studio 256
Wilde Lake HS	5460 Trumpeter Rd	Columbia	C2H255226	e-studio 456
Wilde Lake HS	5460 Trumpeter Rd	Columbia	C2H255210	e-studio 456
Wilde Lake HS	5460 Trumpeter Rd	Columbia	C2I259307	e-Studio 206L
Wilde Lake MS	10481 Cross Fox Ln	Columbia	C2I256143	e-studio 256
Wilde Lake MS	10481 Cross Fox Ln	Columbia	C2H255333	e-studio 356
Worthington ES	4570 Roundhill Rd	Ellicott City	C2I256102	e-studio 256

Equipment Make & Location	Address	City	Serial #	Model
Richoh Digital Duplicator				
Clemens Crossing ES	10320 Quarterstaff Rd	Columbia	D265Z500083	DD3334
Cradlerock ES	6700 Cradlerock Way	Columbia	D265Z500075	DD3334
Dunloggin MS	9129 Northfield Rd	Ellicott City	D265Z500095	DD3334
Forest Ridge ES	9550 Gorman Rd	Laurel	D265Z500084	DD3334
Lime Kiln MS	11650 Scaggsville Rd	Fulton	D265Z500096	DD3334
Longfellow ES	5470 Hesperus Dr	Columbia	D265Z500076	DD3334
Mayfield Woods MS	7950 Red Barn Way	Elkridge	D265Z500082	DD3334
Mount View MS	12101 Woodford Dr	Marriottsville	D265Z300041	DD3334
Oakland Mills MS	9540 Kilimanjaro Rd	Columbia	D265Z500010	DD3334
Rockburn ES	6145 Montgomery Rd	Elkridge	D265Z500067	DD3334
Running Brook ES	5215 West Running Brook Rd	Columbia	D265Z500073	DD3334
Swansfield ES	5610 Cedar Ln	Columbia	D265Z300031	DD3334
Talbott Springs ES	9550 Basket Ring Rd	Columbia	D265Z500085	DD3334
Triadelphia Ridge ES	13400 Tridelphia Rd	Ellicott City	D265Z500064	DD3334
Waverly ES	10220 Wetherburn Rd	Ellicott City	D265Z500016	DD3334
Bollman Bridge ES	8200 Savage-Guilford Rd	Savage	N6780770200	DX3340
Homewood	10914 Route 108	Columbia	N6780570053	DX3340
Jeffers Hill ES	6001 Tamar Dr	Columbia	N6780970087	DX3340
Lisbon ES	15901 Frederick Rd	Woodbine	N6781070037	DX3340
St. John's Lane ES	2960 St John's Ln	Ellicott City	N6780970133	DX3340
Atholton ES	6700 Seneca Dr	Columbia	N8500570032	DX3343
Atholton HS	6520 Freetown Rd	Columbia	N8530670059	DX3343
Bellows Spring ES	8125 Old Stockbridge Dr	Ellicott City	N8531270067	DX3343
Bonnie Branch MS	4979 Ilchester Rd	Ellicott City	N8530670054	DX3343
Bryant Woods ES	5450 Blue Heron Ln	Columbia	N8500570043	DX3343
Burleigh Manor MS	4200 Centennial Ln	Ellicott City	N8540370008	DX3343
Bushy Park ES	14601 Carrs Mill Rd	Glenwood	N8530670041	DX3343
Centennial HS	4300 Centennial Ln	Ellicott City	N8520770038	DX3343
Centennial Lane ES	3825 Centennial Ln	Ellicott City	N8540270007	DX3343
Clarksville ES	12041 Route 108	Clarksville	N8540270022	DX3343
Clarksville MS	6535 South Trotter Rd	Clarksville	N8540270016	DX3343
Dayton Oaks ES	4691 Ten Oaks Rd	Dayton	N8500570042	DX3343
Deep Run ES	6925 Old Waterloo Rd	Elkridge	N8540370015	DX3343
Ducketts Lane ES	6501 Ducketts Lane	Elkridge	N8530670046	DX3343
Elkridge ES	7075 Montgomery Rd	Elkridge	N8520770030	DX3343
Elkridge Landings MS	7085 Montgomery Rd	Elkridge	N8520770008	DX3343
Ellicott Mills MS	4445 Montgomery Rd	Ellicott City	N8530670045	DX3343
Folly Quarter MS	13500 Triadelphia Rd	Ellicott City	N8540270004	DX3343
Fulton ES	11600 Scaggsville Rd	Fulton	N8540270003	DX3343
Glenelg HS	14025 Burnt Woods Rd	Glenelg	N8520770033	DX3343
Glenwood MS	2680 Route 97	Glenwood	N8530670053	DX3343
Gorman Crossing ES	9999 Winter Sun Rd	Laurel	N8530670017	DX3343

Equipment Make & Location	Address	City	Serial #	Model
Richoh Digital Duplicator				
Guilford ES	7335 Oakland Mills Rd	Columbia	N8531270034	DX3343
Hammond ES	8110 Aladdin Dr	Laurel	N8540370007	DX3343
Hammond HS	8800 Guilford Rd	Columbia	N8520770082	DX3343
Hammond MS	8100 Aladdin Dr	Laurel	N8530670002	DX3343
Harper's Choice MS	5450 Beaverkill Rd	Columbia	N8520770062	DX3343
Hollifield Station ES	8701 Stonehouse Dr	Ellicott City	N8530670026	DX3343
Howard HS	8700 Old Annapolis Rd	Ellicott City	N8520770005	DX3343
Ilchester ES	4981 Ilchester Rd	Ellicott City	N8540270020	DX3343
Lake Elkhorn MS	6700 Cradlerock Way	Columbia	N8530670019	DX3343
Laurel Woods ES	9250 North Laurel Rd	Laurel	N8530670034	DX3343
Long Reach HS	6101 Old Dobbin Ln	Columbia	N8520770006	DX3343
Manor Woods ES	11575 Frederick Rd	Ellicott City	N8531270035	DX3343
Marriotts Ridge HS	12100 Woodford Dr	Marriottsville	N8530670027	DX3343
Mt Hebron HS	9440 Route 99	Ellicott City	N8520770034	DX3343
Murray Hill MS	9989 Winter Sun Rd	Laurel	N8530670033	DX3343
Northfield ES	9125 Northfield Rd	Ellicott City	N8500570055	DX3343
Oakland Mills HS	9410 Kilimanjaro Rd	Columbia	N8530670062	DX3343
Patapsco MS	8885 Old Frederick Rd	Ellicott City	N8530670063	DX3343
Patuxent Valley MS	9151 Vollmerhausen Rd	Savage	N8520770081	DX3343
Phelps Luck ES	5370 Old Stone Court	Columbia	N8540270017	DX3343
Pointers Run ES	6600 South Trotter Rd	Clarksville	N8520770063	DX3343
Reservoir HS	11550 Scaggsville Rd	Fulton	N8520770067	DX3343
River Hill HS	12101 Clarksville Pike	Clarksville	N8520770066	DX3343
Stevens Forest ES	6045 Stevens Forest Rd	Columbia	N8500570045	DX3343
Thomas Viaduct MS	7000 Banbury Dr	Hanover	N8531170101	DX3343
Thunder Hill ES	9357 Mellenbrook Rd	Columbia	N8500570029	DX3343
Veterans ES	4355 Montgomery Rd	Ellicott City	N8520770032	DX3343
Waterloo ES	5940 Waterloo Rd	Columbia	N8540270021	DX3343
West Friendship ES	12500 Frederick Rd	West Friendship	N8500570027	DX3343
Wilde Lake HS	5460 Trumpeter Rd	Columbia	N8520770039	DX3343
Wilde Lake MS	10481 Cross Fox Ln	Columbia	N8540270024	DX3343
Worthington ES	4570 Roundhill Rd	Ellicott City	N8591170029	DX3343
Hanover Hills ES	7030 Banbury Drive	Hanover	42293926	Riso SF5130

Attachment B
Usage Data

Devices	Monthly Average (12mo)
Konica Minolta	8,325,345
Ricoh	1,266,884
RISO	12,691
Toshiba	583,520
Total	10,188,440

Attachment C

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 D

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, must 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 must 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 must 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 must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless 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 \$2,000,000 per occurrence, \$2,000,000 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 must 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 \$2,000,000 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 \$5,000,000 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 must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates 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.

BUILDERS RISK INSURANCE

4 - Builders Risk Insurance

4.1 - The owner shall purchase and maintain builders risk insurance with a limit equal to the initial contract amount and any amendments to the contract which affect the project cost on a replacement cost basis. Insurance shall be maintained until final payment under the contract has been made or until no person or entity other than the Board of Education of Howard County Maryland has an insurable interest in the covered property, whichever is earlier. The builders risk insurance shall include the Board of Education of Howard County Maryland, Contractor, Subcontractors and Sub-subcontractors as named insureds.

4.2 - Insurance shall be on an all-risks policy form including the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse, and earthquake. Coverage is to apply for demolition occasioned by enforcement of any applicable legal requirements, and architect's fees. Coverage for the peril of flood shall not be required unless otherwise provided in the Contract Documents.

4.3 - The Contractor shall be responsible for payment for any deductibles applicable to the coverages. The deductible amount applicable to this contract is \$10,000.00.

4.4 - Unless otherwise provided in the Contract Documents, the builders risk insurance shall cover materials to be incorporated into the project which are stored off the site.

4.5 - The owner shall purchase and maintain boiler and machinery insurance. The boiler and machinery insurance shall cover objects during installation and until final acceptance by the Board of Education of Howard County Maryland.

4.6 - The Board of Education of Howard County Maryland and Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, elected or appointed officials, agents, employees, and consultants for damages caused by perils covered by this builders risk insurance or to the property insurance applicable to the project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

4.7 - Any loss under builders risk insurance shall be payable to the Board of Education of Howard County Maryland as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner

4.8 - The Board of Education of Howard County Maryland as fiduciary, shall have the right to adjust and settle a loss with insurers.

4.9 - The insurance company providing the builders risk coverage shall grant permission for the Board of Education of Howard County Maryland to partially occupy or use the premises under construction prior to final acceptance.



**STUDENT DATA SHARING AGREEMENT:
APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS**

This is an agreement between _____ (“VENDOR”, or "Company") and the Howard County Public School System ("HCPSS," “System,” or "CLIENT") for term beginning on _____, 2019 and ending on _____, 20____.

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 VENDOR’s 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. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services through its digital platform:

_____.

- B. **Definition of “CLIENT DATA”:** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student’s “education record” as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.

- C. **Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.

1. **Specific CLIENT DATA Shared Under this Agreement**

- i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
- ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
- iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.

- D. **Education Records:** If VENDOR will have access to “education records” as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this 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.

- E. **Data De-Identification:** VENDOR 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, VENDOR agrees not to attempt to re-

identify de-identified Data.

- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR 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.**
- G. **Modification of Terms of Service:** VENDOR 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 VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR 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 VENDOR, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) 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 VENDOR 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 VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.

- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR 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 CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.
1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
 2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.
- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the 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.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this

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.

- Q. **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. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR 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).
- S. **Indemnification:** VENDOR 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 negligence or misconduct by VENDOR, its agents and employees concerning its FERPA obligations under this section.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any negligence or misconduct of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

Signatures are on the next page.

CLIENT:

By:

Signature

Printed Name

Title

Date

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

VENDOR:

By:

Signature

Printed Name

Title

Date

Vendor Name

Address

City,

State

Zip Code

ATTACHMENT F

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 G
BID/PROPOSAL AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents 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 organization named _____ 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 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 and 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, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation as 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 Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder 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 bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland 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 Maryland 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 judgement 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 Board of Education of Howard County Maryland, 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)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2019.

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



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # _____

THIS AGREEMENT is entered into this ___th day of _____ 2019, 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 _____ year(s), terminating _____. *The agreement may be extended _____ additional one-year periods at the sole option of the Board of Education.*

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

The Contractor shall receive 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)
Mavis Ellis, Chair
Board of Education of Howard County

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

WITNESS: By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax