



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

Request for Proposal No. 025.20.B5

AUTOMATED SCHOOL BUS STOP ARM & BUS SAFETY VIDEO-MONITORING SYSTEMS

SOLICITATION SCHEDULE

Date	Event
Bid Advertised	11/11/2019
Last Date for Questions	12/2/2019
Bid Due	12/12/2019
Expected Board Approval	2/13/2020

Introduction and Background

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 over 8,500 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 referenced. Questions shall be submitted in writing via email to ted_ludicke@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. Bid Submittal Process.
 - 3.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 3.2. Bids are to be submitted electronically in PDF format 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 Public School System, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, no later than the time and date specified in the Solicitation Schedule on this document's cover sheet.
 - 3.3. LATE BIDS CANNOT BE ACCEPTED.
4. 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. Addenda, including an addendum's Questions and Answers, shall be incorporated into the resulting Contract.
5. Exceptions to the RFP. Respondents may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified. Include the scope of the exceptions, the ramifications of the exceptions for the HCPSS, and a description of the advantage to be gained or disadvantages to be incurred by the HCPSS as a result of these exceptions.
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. 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.
19. 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.
20. 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.
21. Resolution of Disputes.
 - 21.1. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.

21.2. 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.

21.3. Protests shall be addressed to Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn. Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:

- Name and address of the protester
- Appropriate identification of the bid
- Supporting exhibits, evidence, and/or documents to substantiate any claims.
- Suggested remedy(ies)

SECTION II

TERMS AND CONDITIONS

1. Contractor's/Offeror'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.
 - 2.1. HCPSS shall enter into contractual agreement with the selected Contractor only. The use of subcontractors does not relieve the Contractor of liability. The Contractor shall be fully responsible for acts and omissions of its subcontractors and of persons directly or indirectly employed by them. HCPSS is not responsible for the fulfillment of the Contractor's obligations to subcontractors.
 - 2.2. Subcontractors, if any, shall be identified with a complete description of their role relative to the project on Attachment #, Subcontractors. HCPSS's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS prior to contract execution.
3. Contract Assignment. Neither party may assign this Contract without the prior written consent of the other party.
4. 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.
5. 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.
6. 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.

7. Criminal History Background Checks.

- 7.1. General. 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.
- 7.2. All Contractors, Contractor's employees or other individuals as identified by the County who have access to any portion of Howard County's Automated Enforcement Programs shall be subject to, and pass, a Howard County Police background investigation.
- 7.3. All Contractors, Contractor's employees or other individuals as identified by the County who have access to any portion of Howard County's Automated Enforcement Programs shall have access to the RAEC as approved by the County. In no cases shall any Contractor, Contractor's employees or other individuals as identified by the County access any motor vehicle department data base or link without an authorized County employee being present, nor shall any such employee download digital images unless an authorized County employee is present.

8. Child Sex Offender Notification.

- 8.1. 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- 7 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.
 - 8.2. 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.
 - 8.3. 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.
 - 8.4. 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.
 - 8.5. 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.
9. Occupied Buildings. Work under this contract and any resulting contract or sub- contract will take place while school or County (as applicable) 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 or County 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.

10. 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 will receive a HCPSS or County issued badge allowing them to access the job site without signing in and out.
11. Ethics Regulations.
 - 11.1. 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 Public Information Office, Howard County Public School System (410) 313- 6658
 - 11.2. 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.
12. 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.
13. Multi-Agency Participation.
 - 13.1. 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.
 - 13.2. 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 III

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 five (5) years from the date of contract execution. HCPSS may solely authorize four (4) additional one-year terms (a maximum total of nine (9) one-year periods pending successful performance and availability of funds).
3. HCPSS Project Coordinator/County Police Program Administrator. HCPSS and the County will each designate a single-point-of-contact to work with the awarded Contractor. Throughout the life of the Contract all correspondence shall be through these individuals. Direct contact or communication by the Contractor with other individuals or entities concerning the Contract shall be made only with the prior knowledge and concurrence of the named single-point-of-contacts.
4. 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 Project Manager; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to HCPSS in writing as they occur.
5. Billing and Payment.
 - 5.1. Non-Recurring Charges
 - 5.1.1. The Contractor shall submit invoices to the attention of the selected Project Manager, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042.
 - 5.1.2. Invoices shall contain the following information:
 - 5.1.2.1. Contract Number
 - 5.1.2.2. Purchase Order Number
 - 5.1.2.3. Customer Name and Address
 - 5.1.2.4. Description of service invoiced
 - 5.1.2.5. Total due
 - 5.1.2.6. Itemized Monthly and Annual Recurring Charges with Billing Period
 - 5.2. 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.
 - 5.3. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.
6. 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 product delivered and installed, 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.

7. Confidential Information.

- 7.1. 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").
- 7.2. 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.
- 7.3. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 7.4. 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.
- 7.5. 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

8. 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.
9. 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 (see Attachments and Forms), 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. Liquidated Damages.
 - 14.1. Contractor acknowledges and agrees that time is of the essence as to the delivery and installation 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 \$1,000.00 per day after scheduled and agreed upon final completion date.
 - 14.2. Contractor shall be liable for liquidated damages if more than 5% of potential violations or events submitted for police review over one month or one year are incongruent with police review criteria established with the Contractor. In this instance, the Contractor shall be liable for liquidated damages for errors submitted equal to 15% of the citation fine for events incongruent with established police review criteria.
 - 14.3. Contractor shall be liable for liquidated damages if the Contractor fails to process or forward recorded stop arm violation events meeting established police review criteria. Liquidated damages may be assessed if the quantity of recorded but unprocessed or unsubmitted events exceeds 3% of total events submitted over one month or one year's time. Liquidated damages will be assessed at 15% of the citation fine for all events that failed processing.
 - 14.4. Contractor shall be liable for liquidated damages not to exceed \$250 per day for any report, correspondence, letter, citation, or citation related notice modification/change not made in the specific time period.

- 14.1. Damages sustained as a result of failure to deliver services accurately, efficiently, or in a timely manner will be assessed with respect to resources utilized and intangible damage sustained.
- 14.2. Damages sustained as a result of failure to meet citation issuance deadlines shall be determined on a case-by-case basis with respect to resources utilized and intangible damage sustained.
15. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
16. 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.
17. 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.
18. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
19. 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.
20. 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.
21. Compliance with Laws. The Contractor hereby represents and warrants that:
- 21.1. 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;
- 21.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- 21.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary for the performance of its obligations under a resulting Contract.
22. 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.
23. Network/Data Security.
- 23.1. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained when applicable. Specific activities include, but are not limited to:

- 23.1.1. 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.
- 23.1.2. Assessment of the Contractor's security and privacy controls including HCPSS's security and privacy requirements in the agreement.
- 23.1.3. Periodic reassessment of Contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

23.2. Contractor shall:

- 23.2.1. 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;
- 23.2.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and
- 23.2.3. 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.
- 23.2.4. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 23.2.5. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

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

24. Work Hours.

- 24.1. Work shall be performed during normal working hours from 7:00 am to 4:00 pm.
- 24.2. Work may be performed during off-hours with the permission of the HCPSS Project Manager and Howard County Police Department Program Administrator as applicable. Premium hourly rates, nor shift differential rates, shall be charged for evening work.
- 24.3. See HCPSS System Calendar at <http://www.hcpss.org/calendar> for scheduled holidays and school closings.
- 24.4. See Howard County Government calendar at <http://www.howardcountymd.gov/Departments/County-Administration/Public-Information/County-holidays> for scheduled holidays and closings.
- 24.5. See School Opening and Closing Times at <https://www.hcpss.org/schools/opening-and-closing-times/> for school hours.

SECTION IV
SCOPE OF WORK

1. Purpose. HCPSS's Pupil Transportation office is issuing this RFP to obtain proposals from highly experienced and professional firms to provide, install and service automated camera systems ("Solution") on its fleet of school buses. The Solution shall be capable of detecting and recording school bus stop arm violators while providing Turnkey Violation Processing Systems ("Back Office Services") for the issuance and adjudication of school bus stop arm violator citations. In addition, HCPSS's Pupil Transportation office desires to integrate a school bus safety video-monitoring system, similar in recording function and cloud-based user access as stop arm cameras, minimally consisting of pupil-facing cameras with audio, GPS location and added student safety features as available and desired by HCPSS.

Whereas, enforcement of school bus stop arm violations through the issuance of civil citations will be implemented by Howard County's Police Department under this contract in accordance with Maryland Transportation Article § 21-706.1, Howard County Ordinance § 21.700 and a memoranda of understanding executed by and between Howard County Government (hereafter "County") and HCPSS, the pupil-facing school bus video-monitoring and student safety system will be solely implemented by HCPSS's Pupil Transportation office in coordination with HCPSS administration. Offerors must be capable of demonstrating a clear separation of the systems with regards to user access and hardware configuration.

The Back Office Services shall review stop arm enforcement imagery, access and interface the Maryland Motor Vehicle Administration (hereafter "MVA") and the National Law Enforcement Telecommunications System (hereafter "NLETS") to obtain motor vehicle registration data, screen potential violations, perform quality control, print and mail notices, perform field installation, maintenance and repair services, conduct continuous training of employees, provide public awareness and provide adjudication management. Back Office Services shall be a SAAS (Software as a Service) fully managed system, accessible online by approved users via computer, tablet, and/or mobile application. Users shall be able to log into Back Office Services with single sign-on security credentials. It is preferable that Offerors provide specific rights for multi-tiered user access.

2. Background.
 - 2.1. HCPSS presently manages approximately 550 school buses. Pricing shall be per bus regardless of make/model/age of bus. HCPSS has the right to add or delete buses in its fleet at any time.
 - 2.2. Contractor's violation processing, citation printing and mailing services shall take place in the County Police Department's Automated Enforcement Section, located at the Police Department's existing Regional Automated Enforcement Center (RAEC), 6095 Marshalee Drive, Suite 222, Elkridge, MD, 21075.
 - 2.3. The County currently manages the Regional Automated Enforcement Center, which includes 11 partner agencies spanning 5 counties where program partners may piggyback on automated enforcement contracts with memoranda of understanding agreement with the County.
 - 2.4. The Contractor's Back Office Services for automated enforcement programs occurs at the RAEC under the general supervision of police personnel.
 - 2.5. All information and data pertaining to any portion of the Howard County Police Automated Enforcement Programs shall be held in the strictest of confidence and not be released to anyone without the express consent of the County's Commander of the Traffic Management Division.
 - 2.6. Access to the RAEC shall be limited to authorized persons only.
 - 2.7. HCPSS's pupil-facing bus video monitoring and student safety systems shall be distinctly separate from stop arm enforcement cameras and will be operated and managed by the HCPSS's Pupil Transportation office in coordination with HCPSS's administration.
3. Contractor Responsibilities – General. The Contractor shall minimally:
 - 3.1. Provide and install camera systems, which includes above ground detection devices

- 3.2. Provide and install housings, wirings and infrastructure as needed
 - 3.3. Provide onsite or locally based personnel to maintain camera system hardware. (Locally is defined here as persons with offices within 50 miles of Howard County.)
 - 3.4. Provide an electronic means to transfer color images and video from the stop arm cameras to the RAEC and to HCPSS personnel for pupil-facing safety system matters.
 - 3.5. Provide maintenance of the transmission system.
 - 3.6. Provide regularly scheduled maintenance, in addition to normal maintenance and emergency maintenance of the camera systems.
 - 3.7. Provide an HCPSS and County approved security system to safeguard image security.
 - 3.8. Provide comprehensive documentation on system operation that may also be utilized as court testimony or court evidence as needed.
 - 3.9. Provide a proposed construction plan prior to the installation of camera system.
 - 3.10. Provide as-built drawings after installation to include field modifications.
 - 3.11. Warrant and fully maintain all equipment provided throughout the duration of the contract.
 - 3.12. Agree to and provide a conversion plan, in the event of contract non-renewal, detailing how to accomplish a six-month camera conversion to a new Contractor. The conversion plan must be submitted for approval not less than six months prior to the expiration of the intimal term of the contract.
 - 3.13. Perform all back office violation processing, printing and mailing at the RAEC.
 - 3.14. Provide, install and maintain all Contractor computers, printers, mailing machines, servers, routers, switches, database and website software, etc., necessary to implement Back Office Services at the RAEC.
 - 3.15. Bear all expenses to setup and establish a fully operational communication facility(s).
 - 3.16. Maintain the communication facilities and related equipment.
 - 3.17. Permit only the Contractor's back office personnel who have cleared Howard County Police Department background investigations access to the RAEC and to view stop arm violation data for HCPSS and the County.
4. Installation Schedule. Contractor shall complete installations on 10% of HCPSS's bus fleet from April 4, 2019 through April 13, 2019 (Spring Break). The balance of installations shall be completed between June 16, 2020 through August 25, 2020 (Summer Break), pending winter weather closings.
 5. Camera Housings.
 - 5.1 Weather and vandal-proof housings shall be provided to protect the camera units and ancillary equipment and shall have the following:
 - 5.1.1 External cameras shall be water and spray resistant with a sealed access panel.
 - 5.1.2 Cameras shall have rust proof finish (e.g. baked enamel) in a color and sheen matching that of the surface(s) on which it is mounted.
 - 5.1.3 The camera housing cabinets shall be designed in a manner to ensure system operation under an ambient temperature range of -10 degrees Fahrenheit to 122 degrees Fahrenheit and an outside humidity of 100%.
 - 5.1.4 The camera housing shall contain a system which automatically activates to reduce any

fogging on the windows that may obstruct the view of the camera.

5.1.5 The camera enclosures shall be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard.

5.2 Upon the removal of any exterior or interior camera housing, the property shall be fully restored to its original condition.

5.3 The Offeror will be responsible for any damage to school buses due to the installation or removal of equipment.

6. Digital Camera Systems.

6.1 The camera system shall be equipped to detect a violating vehicle, activate the camera system, and produce color images of the vehicle approaching and overtaking the school bus. All violation images shall be in color or as otherwise approved by the County. Violation images shall be saved in 24-bit or better color at 16 megapixels or greater resolution for still-photographs, and 1080p or greater resolution for video cameras. Images shall allow for the easy recognition of the violation, vehicle license plates and vehicle makes and models when displayed on standard color monitors. Images shall be equally visible when printed to a hardcopy citation. Images shall be saved in a universally acceptable format (i.e. JPG, BMP, TIFF or other County approved alternate) and saved at a resolution of no less than 600 PPI.

6.2 Each system shall be capable of clearly photographing and recording the rear of the vehicles so as to clearly identify the rear license plate and make of the vehicle that is reasonably believed to have been violating the school bus stop arm.

6.3 Each system shall be capable of consistently photographing license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles.

6.4 Each system shall be capable of accurately monitoring up to four traffic lanes at once.

6.5 All cameras shall have the ability to operate effectively during all weather conditions, including extreme heat and cold, fog, rain and high humidity, etc.

6.6 All cameras shall account for all lighting conditions and operate to the County's satisfaction under any condition.

6.7 The system shall be able to use existing ambient lighting (natural or artificial) to photograph violations and tag shots under low light or night conditions. A flash-free system is desired. The camera shall offer light sensitivity to ambient light that can provide night and low light images with standard street lighting so a flash is not necessary. The lighting shall be sufficient to illuminate all images taken for the violation from 6:00 a.m. to 8:00 p.m. regardless of the season.

6.8 Auto aperture is desired over the widest possible lighting conditions from dimmest to brightest, where dimmest shall be lighting at night without street lights or moonlight of a black vehicle on a black road surface and brightest shall be full sunlight reflecting off a white vehicle surrounded by snow to increase the contrast.

6.9 From the point of data capture, all violation images shall be capable of secure storage and transmission and capable of maintaining a secure chain of evidence. Contractors shall briefly describe their approach to maintaining security of evidence.

6.10 The camera units shall be easily removable from cabinet housings. Camera units shall be interchangeable as to allow easy relocation to other pre-installed vehicles.

6.11 All camera units shall provide a display of the site/bus/route number, current day, date and time in 24 hour military time so it can be easily verified as functioning and correct. At a minimum, the system clock should maintain the correct time to within ten seconds over a period of no less than seven days. Service

personnel shall be able to easily set the time and date at the camera site. The system shall also be capable of remote adjustment of date and time (24 hour military time) and remote verification of same.

- 6.12 Camera units shall be designed so that malfunctions can be easily identified and corrected. The unit shall:
 - 6.12.1 Be capable of performing a self-test and logging and recording the results in an easily retrievable fashion.
 - 6.12.2 Simulate violations being recorded for testing.
 - 6.12.3 Provide an error signal for selected malfunctions.
 - 6.12.4 Record date and time of camera shutdown in the event of malfunction
- 6.13 The systems data server(s) shall be located at the RAEC or a location mutually agreed upon by the Contractor, HCPSS and the County. The Contractor shall describe specific communication requirements for transmitting images from the cameras back to the RAEC or HCPSS. The Contractor is responsible for data communications for digital images, from cameras to the back office system at the RAEC and shall include the cost of installing and operating any communications circuits for data transmission, monitoring, or control.
- 6.14 The Contractor shall provide a detailed description of methods used to ensure image integrity. The Contractor may submit more than one security option.
- 6.15 The Contractor shall store all photograph or screenshot images regardless of citation issuance for a minimum of 12 (twelve) months. Violation images from cases that are being appealed shall be held until and beyond the case is fully adjudicated. Any data storage device(s) used to store violation images, including images themselves, shall be destroyed within County evidence destruction protocol.
- 6.16 The systems shall retain all daily recorded video from all cameras for a minimum of 30 days and ensure it is available for on-demand internet based request and retrieval.
- 6.17 The camera systems shall be equipped with a cellular network plan to transmit all data and imagery in real time from school buses to the cloud or local servers as agreed.
- 6.18 The camera systems shall allow for on-demand, live access to individual as well as groups of cameras based on user rights and system access.
- 6.19 The systems shall provide the ability to download and retrieve recorded video via remote portal within 3 hours elapsed time from the moment of recording.
- 6.20 The stop arm enforcement and pupil-facing systems shall each have separate DVRs allowing direct on-site as well as remote access separately to County police or HCPSS personnel distinctively for each.
- 6.21 The systems shall allow for instant on-site retrieval of all video continuously recorded on local DVRs. On-site access to data and video shall be available via USB adapters, flash drives, Wi-Fi and/or another convenient means as agreed. Removing hard drives or DVRs to obtain access to video or imagery is not acceptable. The Contractor will train designated County and HCPSS personnel to retrieve video from the respective DVRs in the event Contractor personnel are unavailable for urgent matters.
- 6.22 The systems shall be equipped with global positioning satellite (GPS) systems featuring Open API to allow for ease of integration into HCPSS chosen bus routing systems.
- 6.23 The stop arm enforcement system shall provide camera angles to record violators as they approach from both the rear and front of the school bus. Added consideration will be given to systems that can enforce violations occurring on both sides of the bus.
- 6.24 The camera units shall be designed so that malfunctions can be easily identified and corrected.
- 6.25 The stop arm enforcement system shall possess the capability to accurately detect and record vehicle speeds at an accuracy of +/- 1 mph for speeds up to 188 MPH.

6.26 The County desires a stop arm system that contains a data bar entry showing speed of the target vehicle, vehicle distance from the bus when the stop arm activates, length of the yellow and red signals at the time of capture of the photographs or screenshots, the ability to add a digitally superimposed marker to video and photographs identifying the distance of 20 feet from the front or rear of the bus (e.g. the digitally superimposed first down marker in National Football League broadcasts), the elapsed time of the violation from the stop arm activation and the school bus speed at the moment of capture of the photographs or screenshots.

7. Citation Photograph/Screenshot Data Bar.

7.1. Each violation photograph shall contain a clear and legible data bar atop the image. The data bar shall be positioned to avoid masking critical violation elements. The data bar shall contain the following data information for each image:

- 7.1.1 Date (MM/DD/YY).
- 7.1.2 Time (24-hour clock).
- 7.1.3 Elapsed Time of Violation from Stop Arm Activation
- 7.1.4 School Bus Speed
- 7.1.5 Speed of Target Violating Vehicle
- 7.1.6 Violating Vehicle Distance from Bus When Stop Arm Activated
- 7.1.7 Number of seconds (in truncated 1/10th second increments) that the amber indication was displayed.
- 7.1.8 Number of seconds (in truncated 1/10th second increments) that the red indication and stop arm was displayed.
- 7.1.9 Location code.
- 7.1.10 GPS Coordinates of the vehicle

7.2 The system shall be capable of performing a self-test on location. A record of completed system self-tests will be kept and be made available for court evidence at the discretion of the County. Designated data elements are only necessary on one of the two photographs taken for each self-test if the self-test consists of two photographs. At a minimum, the data recorded on the self-test shall include the following:

- 7.2.1 Date (MM/DD/YY).
- 7.2.2 Time (24-hour clock).
- 7.2.3 The designation of test mode operation.
- 7.2.4 The time or distance interval for the second photo image selected.
- 7.2.5 The length of the yellow and red signal phases in the test.
- 7.2.6 Location code.

8. HCPSS Pupil Safety System. While the same provisions throughout this RFP apply to pupil-facing video-monitoring systems, this section contains additional information specifically required for the safety system.

- 8.1 The video-monitoring system shall be capable of successfully monitoring the entire interior of the bus and supply enough cameras and angles to do so effectively.
- 8.2 The video-monitoring system shall have a front mounted, forward facing camera that monitors the front exterior of the bus.
- 8.3 The video-monitoring system shall remain functional for 5 minutes after engine turned off.
- 8.4 The system shall be equipped with global positioning satellite (GPS) systems featuring Open API to allow for ease of integration into HCPSS chosen bus routing systems as previously mentioned.
- 8.5 Camera microphones are required and shall be of a quality to record clear, uninterrupted audio while not being negatively impacted by weather or bus vibration caused by the roadway, student activity or bus mechanics.
- 8.6 All wiring and cabling shall be installed in a manner that makes it inaccessible during normal operations and all wiring shall be hidden from view.

- 8.7 All data recorded shall be time and date stamped in video playback as previously mentioned.
- 8.8 The same provisions that apply to stop arm camera enforcement for video and data retention as well as video and data retrieval options apply to the pupil-facing video monitoring system.
- 8.9 Contractor shall be capable of adding school bus Wi-Fi, Student Tracking devices (RFID), and Emergency Alert Buttons. Offerors shall minimally add these as Options in their Price Proposal.
9. System Operations.
- 9.1 A minimum of three photographs, images or video screenshots will be utilized for each violation in becoming an issuable citation. The images utilized shall adhere to the same aspect ratios of the space allotted on the uniform citation template prescribed by the District Court of Maryland without any vertical or horizontal distortion of imagery. The citation template may be subject to change and images shall be able to continually adhere to undistorted presentation using new aspect ratios as needed.
- 9.2 The system shall be capable of counting the number of violations and total traffic volumes, and record this data on a County-approved data storage device as well as present the data in customizable reports.
- 9.3 The camera system shall have the capability to perform internal calibration checks for accuracy and functionality and have the ability to self-diagnose and notify the Project Manager when a problem arises.
- 9.4 The Contractor shall guarantee to maintain the proposed equipment, hardware, and software, and provide spare parts, documentation, and support services for the lease of the product, including the timely incorporation of all beneficial technological and engineering modifications. The Contractor shall also guarantee that all components of the system, which might be capable of corruption by virus are virus-free and protection mechanisms are provided.
- 9.5 The Contractor shall supply HCPSS and the County with an interface document describing the location and medium of transfer for data to the processing center.
- 9.6 The Contractor shall be able to provide a video clip showing the violation as it takes place clearly substantiating the violation. The clip shall show the vehicle approaching, show the signal status and the vehicle overtaking the school bus. This video clip shall include a data bar which includes the date, time, location and bus route, amber signal, red signal, the ability to digitally superimpose a marker identifying the approximate distance of 20 feet from the front or rear of bus (e.g. the digitally superimposed first down marker in NFL broadcasts).
- 9.7 Only the County shall decide if a citation is to be issued.
- 9.8 The system shall be able to limit all access to video from pupil-facing bus security system cameras to HCPSS personnel only, while also limiting access to stop arm enforcement cameras to County police personnel only; the chosen vendor shall adequately be able to demonstrate this separation of video data and user access to County officials and HCPSS Administrators to alleviate student privacy concerns.
- 9.9 The system shall allow for County supervisor quality control and review of all Contractor actions to include voids or rejected event data and overrides. The data provided shall include the individual of each Contractor personnel involved in processing and review.
- 9.10 The system shall be capable of generating custom, user defined, ad hoc reports that include but are not limited to financial reports, violation reports, camera performance and maintenance reports. Changes or additions to existing reports shall be completed within 2 weeks of the written notification at no cost to HCPSS or the County. New reports shall be completed within 4 weeks at no cost to HCPSS or the County.
- 9.11 The system shall be capable of recording and utilizing vehicle owners' Soundex and driver's license numbers from returned vehicle registration data from NLETS or MVA for the purpose of determining violation recidivism rates.

- 9.12 The system shall be capable of assisting with the collection of payments of the fines imposed under the program including generating notices identifying the violation, follow-up notices, and flagging registrations. The system shall be capable of automatically waiving a portion or all of assessed penalties at the County's direction. The Contractor shall generate collection reports, be flexible enough to allow processing of additional penalties for violations by tag as well as citation number, and be capable of establishing and tracking a County approved payment plan for the violator.
 - 9.13 The system shall provide statistical reports that contain information for events or violations within 48 hours.
 - 9.14 The systems shall respectively be accessible by approved County and HCPSS personnel both on and off-site.
 - 9.15 The system shall track all correspondence electronically from payment to inquiry from violators.
 - 9.16 The systems shall provide a full reporting module specific to the performance of the camera system.
 - 9.17 The systems shall encrypt violation imagery and data at the time of capture to ensure security of primary evidence.
 - 9.18 The system shall allow scanned documents to be attached to violation/citation files in the client web interface with the ability to review and print them at any time.
 - 9.19 The system shall have a mechanism to allow notes to be written or recorded and attached to any violation or citation file. This feature shall have a spell check function.
10. Violation Processing.
- 10.1 The Contractor shall provide, maintain and operate a printer sufficient to handle the printing requirements of the program.
 - 10.2 The Contractor shall provide, maintain and operate a letter folding and envelope stuffing machine sufficient to handle the program.
 - 10.3 The Contractor shall provide, maintain and operate a postage metering machine sufficient to handle the program.
 - 10.4 The Contractor shall allow sufficient time to ensure citation may be mailed with 14 days from the date of the violation. Day one will be regarded the same date as the violation.
 - 10.5 The Contractor shall provide personnel to view and enter violation data, to include:
 - 10.5.1 The vehicle registration plate numbers and characters.
 - 10.5.2 The state of issue for the vehicle registration plate.
 - 10.5.3 The vehicle registration plate type.
 - 10.5.4 The date of the violation.
 - 10.5.5 The time of the violation.
 - 10.5.6 The location of the violation.
 - 10.6 Violation processing consists of back office employees reviewing digital images and video from the stop arm enforcement system, acquiring vehicle registration data, and viewing digital images provided by the Contractor on a computer monitor with appropriate web-based software. Back office Contractor employees cleared through a County police background investigation, working in the RAEC, make a preliminary decision if the image meets County defined violation criteria, and if so they shall input violation criteria into/onto a violation record or in a police review queue.

- 10.7 The cameras shall provide two high-resolution color images of the vehicle approaching and over taking the school bus with a third image of a clearly visible license plate, all vehicle registration data and other pertinent information to substantiate a violation.
- 10.8 After police personnel determine issuance, the Contractor's back office personnel print all citations at the RAEC. Thereafter, County personnel review hardcopy citations for quality control prior to returning hardcopy citations to the Contractor's back office personnel for packing and preparation for mailing.
- 10.9 The Contractor's employees shall view each image and make a preliminary decision whether it meets the County's criteria to issue a citation or not. All images shall be sent through to be examined by County personnel who shall determine if a citation should be issued unless the images being viewed by the Contractor's employees meet specific criteria outlined by the County. If the County criteria are not met, the representative shall enter the appropriate County defined explanation code. If the photograph does appear suitable, the Contractor shall prepare the image for County review.
- 10.10 The Contractor shall supply appropriate hardware and software in a County facility to process automated enforcement violation images. The system shall produce various notices including citations which include at least three color images, send follow-up notices as required, manage and track the billing and payment process, schedule court cases and maintain appropriate data with violation images. The work shall be performed by a combination of County and Contractor personnel. The software provided by the Contractor shall be web-based so multiple users can access it via the internet.
- 10.11 Contractor shall supply appropriate supplies and services, including hardware and software to:
 - 10.11.1 Store and encrypt imported digital images.
 - 10.11.2 View violation images.
 - 10.11.3 Track the specific reasons some images do not result in citations.
 - 10.11.4 Facilitate second review of violation image to verify accurate registration plate entry.
 - 10.11.5 Attach vehicle owner information to violation record.
 - 10.11.6 Print citations with three color images - two of the vehicle and one of the registration plate - incorporated into the document.
 - 10.11.7 Track citation payments, late fee payments, underpayments, overpayments, and payments of administrative fees.
 - 10.11.8 Send follow-up notices for late fees, underpayments, overpayments.
 - 10.11.9 Track telephone inquiries and other such contacts with relevant violation information.
- 10.12 The system shall maintain all data and all images, including those not approved as citations, as County property. The County requires that all photos taken, including those that do not result in citations for whatever reason, be available for searching and viewing. RAEC personnel shall be able to view all images both cited and non-cited sequentially.
- 10.13 The system shall provide software that allows County personnel to easily schedule court dates. However, the court scheduling shall be handled by the Contractor unless otherwise noted or changed.
- 10.14 The system shall print court dates.
- 10.15 The system shall print court dockets to include lists of cases scheduled by date, time and courtroom number with violator's name, case number and County representative.
- 10.16 The system shall provide a case disposition sheet that includes docket information, all violation data, defendant's plea, judge's action, final fine amount, judge's signature and date.
- 10.17 Customer service inquiries related to citation, late notice or collections notice issuance will be handled by County personnel using County phone numbers. The Contractor shall defer all customer service inquiries to County personnel and may not intervene.

11. Supplies.

- 11.1 The Contractor shall supply the County with approved data storage devices of sufficient number and capacity to ensure no traffic volume or violation data loss from operational camera sites. The County may approve a system of recording this data in lieu of data storage devices.
- 11.2 The Contractor shall provide the County with approved data storage devices containing untouched violation images as part of the digital image security process if this is part of the County approved system to ensure the integrity of digital images.
- 11.3 The Contractor shall supply within 15 calendar days of contract execution, a desktop scanner, similar to or of better quality of a Canon Image Formula DR-6010C, capable of scanning documents into the citation tracking system to be installed in the RAEC.

12. Services.

- 12.1 The Contractor shall provide all field service for the camera systems.
- 12.2 The Contractor shall ensure that images and violations with vehicle registration information are received by the County for citation determination within one to five days of each violation. Day one will be considered the date of the violation.
- 12.3 The Contractor shall ensure continuous operation of all cameras by providing on-going routine service and maintenance. For each camera, Contractor shall ensure uninterrupted service for 365 days per year. A maximum of eight days downtime for the system shall be allowed for circumstances beyond the Contractor's control subject to approval by the County. A maximum of 2 hours per site is acceptable for system maintenance.
- 12.4 The Contractor shall supply ongoing technical support and the Contractor shall respond to a County call for emergency service within three hours, in addition to normal maintenance performed at pre-determined intervals.
- 12.5 Contractor shall provide a maintenance plan that provides routine maintenance and checks for all camera sites at pre-determined intervals. This maintenance is in addition to routine service and shall be at no cost to the County.
- 12.6 The Contractor's citizen-facing website, allowing citizens to view images, video and resolve citations, and the Contractor's client-facing web interface shall continually function with at least three of the following web browsers at all times. Microsoft Edge, Microsoft Internet Explorer, Google Chrome, Mozilla Firefox.
- 12.7 The system shall be capable of generating a fully populated and printable format of the Traffic Control/Parking Fine Flag Release Form (VR-119), a Maryland MVA designated form.
- 12.8 The system shall allow for direct fax of the VR-119 from the desktop computer and the Contractor's software to the Maryland MVA once payment has been verified by the County.

13. Contractor Requirements.

- 13.1 All citations will be issued a citation number beginning with a numeric identifier as agreed upon, followed by a sequential number as required by the District Court and applied by the Contractor.
- 13.2 The Contractor shall develop automated processes to retrieve and post all daily payment data and files provided by the County and its third-party payment processors to appropriate citations. Payments and correspondence regarding school bus stop arm violations are received and processed through the County's lockbox company (currently Merkle). The County's lockbox company prepares all payments for deposit to the bank and places a payment file of all monies received on their file transfer protocol (FTP) site which the back office retrieves or posts every day to credit the citations paid. Walk-In transactions are handled by the Howard County Office of Finance in Ellicott City and will utilize a payment posting file via FTP similar to the lockbox channel. Credit Card transactions via the web can be redirected to and posted through the County's contracted vendor (currently Govolution). The Contractor shall interface with these channels to facilitate applying payments to citations seamlessly.

- 13.3 The County has preset days for Court and shall provide the Contractor with those dates. The Contractor shall assign these court dates to citizens contesting their citations. These court dates are mailed to the citizen 30 days in advanced of the court date. The Contractor shall put the court evidence documents together and provide copies for the County and the Court sixteen days prior to the court date.
 - 13.4 The Contractor shall develop and maintain a citation format that has been approved by the County in accordance to Maryland law and approved by the Chief Judge of the District Court to Maryland, at no cost to the County.
 - 13.5 The Contractor shall make all changes/modifications to the citation format as required by Maryland law and The District Court of Maryland, at no cost to HCPSS or the County.
 - 13.6 The Contractor shall develop and maintain an automatically generated late notice format that has been approved by the County that will be used to enforce overdue unpaid citations. The notice will be printed and mailed by the Contractor at no additional cost to HCPSS or the County.
 - 13.7 The Contractor shall develop and maintain an automatically generated final collections notice that has been approved by the County and this notice will be printed and mailed by the Contractor at no additional cost to HCPSS or the County.
 - 13.8 The Contractor shall develop and maintain an automatically generated failure to appear (FTA) notice.
 - 13.9 The Contractor shall make additional notices and any requested changes to correspondence related to the program at no charge to HCPSS or the County. These changes shall be made within two weeks of the written notification.
 - 13.10 Contractor software shall interface with and transfer Maryland MVA or NLETS acquired registration data from the appropriate motor vehicle authority and populate the appropriate data fields in the citation processing software. The software shall populate all of the fields necessary to complete the citation. Vehicle registrations returned with missing data will be handled as specified by the County.
 - 13.11 The Contractor shall supply personnel to process citations, review, print, mail violation images, track payments, and perform other duties.
 - 13.12 The Contractor shall provide full time, on-site Project Manager throughout the duration of the contract to provide personnel supervision, project management, and technical coordination.
 - 13.13 The Contractor shall provide a website that violators can access their citations, photographs and video online. This website shall be password or pin protected and provide the ability to track if a violation was viewed by the offender. The website shall be able to securely conduct redirects in order to integrate its payment processing into a secure third party payment processor contracted with the County.
14. Contractor Software Requirements:
- 14.1 County personnel shall be able to review monthly reports and review/update violator account information online. The violation processing system shall attach the electronic signature and ID number of the reviewing technician to the actual notice mailed to the violator. The system shall allow the County personnel to review all relevant account information to include, at a minimum:
 - 14.1.1 The vehicle registration plate numbers and characters.
 - 14.1.2 The state of issue for the vehicle registration plate.
 - 14.1.3 The date of the violation event.
 - 14.1.4 The time of the violation event.
 - 14.1.5 The location of the violation event.
 - 14.1.6 All three digitized images demonstrating the violation and tag close-up.
 - 14.1.7 The video of the violation.
 - 14.1.8 Payment status.
 - 14.1.9 Hearing status.
 - 14.1.10 Flagging status.
 - 14.1.11 Correspondence tracking.

- 14.1.12 Standardized monthly reports shall have ability to review and print reports
- 14.1.13 Collection status.
- 14.1.14 The system shall allow for “note” entry from customer service personnel related to calls/inquires. The system shall have a spell check module incorporated into the entry process.

- 14.2 Authorized County personnel shall have the ability to perform all functions, including, but not limited to:
 - 14.2.1 Download violation images for printing, mailing, or e-mailing to citizens or County officials.
 - 14.2.2 Suspend activity on accounts until further research is completed in special circumstances.
 - 14.2.3 Approve/disapprove citations.
 - 14.2.4 View all scanned images received by the Contractor.
 - 14.2.5 Search, view, update, and print all citation and non-citation information.
 - 14.2.6 Waive or re-instate penalties.
 - 14.2.7 Dismiss or void citations.
 - 14.2.8 Ability to alert operator of duplicated, missing or conflicting data, or blank mandatory fields before leaving the violation processing screen.
 - 14.2.9 Ability to generate various custom notices in color, at a quality and speed acceptable to the County.

14.3 Notices shall include:

- 14.3.1 Notice of violation with three described images.
- 14.3.2 Delinquent or late notices with late fee assessments.
- 14.3.3 Final delinquent notice or collections notice.
- 14.3.4 Partial payment notice.
- 14.3.5 Court evidence/certification.
- 14.3.6 Violation history notes.
- 14.3.7 Re-issue notice.
- 14.3.8 Replacement/duplicate copy notice.
- 14.3.9 Court date scheduling notice/letter.
- 14.3.10 Officer court hearing listing.
- 14.3.11 District Court docket.
- 14.3.12 District Court disposition form.
- 14.3.13 District Court scheduling calendar.
- 14.3.14 Ability to print a scannable, optical character data bar on the remittance section of all violation and late notices.
- 14.3.15 Font size, style, and characteristics shall meet specific County and Maryland District Court standards.
- 14.3.16 Printed data bar placement shall meet specific County standards (e.g., 1/3 inch from bottom of remittance advice section of violation notice).

15 Data Information Ownership. All data collected shall remain the property of the County. The Contractor shall supply the County with a document to describe a County approved plan to provide the County with all relevant data in a usable form upon contract termination for any reason.

16 Service Level Requirements.

- 16.1 HCPSS is contracting with the Contractor to provide a service. HCPSS, in coordination with the County, shall operate the system and control the program, but the Contractor shall be responsible for maintaining the equipment, including replacement and repairs as needed.
- 16.2 Cameras in operation, inclusive of the Contractor’s back office processing services, shall deliver a Monthly Prosecutable Issuance Rate of at least 90%. This average shall be measured each month across all active sites. The rate shall begin to be measured 60 days after the program’s “go live” date to accommodate necessary initial system tuning.
- 16.3 The definition of Prosecutable Issuance Rate shall be the sum of all violation events recorded divided into the number of violation events presented to the RAEC for final review and approval. The sum of all violation events shall include all of the exceptions listed below including controllable and uncontrollable events. Contractor controllable exceptions such as, but not limited to, the following:

- 16.3.1 False camera trigger events.
- 16.3.2 Washed out plates/reflect sheeting.
- 16.3.3 Plates with plate blocker.
- 16.3.4 Unfocused/unreadable plate images.
- 16.3.5 Vehicles out of position in the first or second image.
- 16.3.6 Images with unmatched or missing violation event data.
- 16.3.7 Too late to issue citation, legal time expired.
- 16.3.8 Wrong plate entered.
- 16.3.9 Wrong vehicle identified.
- 16.3.10 Duplicate citation.
- 16.3.11 Incorrect information.

16.4 Uncontrollable Rejections; outside of the Contractor's control:

- 16.4.1 Missing plate.
- 16.4.2 Obstructed plate.
- 16.4.3 Paper/Dealer plate.
- 16.4.4 No Maryland MVA record found.
- 16.4.5 Stolen vehicle/tags.

16.5 The Contractor may be considered to be in breach of contract if the Contractor fails to meet its nominated Prosecutable Issuance rate for any month.

16.6 The Contractor shall meet the citation issuance and mailing requirement required by State Law.

16.7 The Contractor shall describe any other service level standards offered.

16.8 The accuracy of data entry by Contractor personnel shall result in less than 2% error as determined by County personnel.

17 Training Requirements.

17.1 The Contractor shall provide training for the HCPSS and County employees who shall operate violation processing system workstations or be involved in the acquisition and retrieval of camera system imagery and data. HCPSS and the County shall provide a room for training and employee scheduling. The Contractor shall provide all appropriate training equipment, supplies, and training records.

17.2 The Contractor shall provide training in the operation of the camera systems for appropriate staff. This training shall provide personnel with a basic understanding of how the processing system operates and provide personnel with any and all necessary certifications. This shall be accomplished at no cost to HCPSS or the County.

17.3 The Contractor shall provide in-depth training on the use of the Contractor's violation processing system to police employees and HCPSS employees as applicable to the respective systems.

17.4 The training shall be conducted within Howard County at a site and time that is convenient for respective County or HCPSS personnel.

17.5 The Contractor shall provide training to HCPSS and County management staff on supervisory functions and report generation.

17.6 Class size shall be limited to provide a quality training atmosphere. It is recommended that class size be limited to a maximum of 15 (fifteen) persons to each instructor.

17.7 The Contractor shall provide an operator manual, instruction booklet on the Contractor's operating system for each user of the respective systems.

18 Progress Meetings. Progress meetings (by phone, face to face, or web conferencing) are an essential part of this contract. Minimally, the Contractor's Project Manager shall attend a kick-off meeting and regular progress

meetings with the County Police Program Administrator or designee and HCPSS Contract Coordinator or designee.

19 Project Reporting

19.1 The Contractor shall provide weekly progress reports to the Howard County Police Program Administrator and HCPSS Contract Manager. Progress reports shall contain, at a minimum, the following information:

- 19.1.1 Purchase Order Number, Location, reporting period and "Progress Report" shall be included in e-mail subject line.
- 19.1.2 Work accomplished during the weekly reporting period.
- 19.1.3 Deliverable progress - quantity and percentage of completion.
- 19.1.4 Problem areas including scope creep or deviation from the work plan.
- 19.1.5 Planned activities for the next reporting period.
- 19.1.6 An accounting report with a cumulative summary of complete, tested, and verified working installations along with any invoiced-to-date and paid-to-date information as it is available.

20 Project Closeout and Acceptance

20.1 Punch List. Work or materials found to be incomplete, of unsatisfactory quality, failing to meet the specifications in the RFP package and resulting contract, and/or unacceptable to HCPSS shall be documented in a punch list by HCPSS and provided to the Contractor to rectify.

20.2 Punch List Approval. The punch list shall be considered complete only after having been signed by HCPSS.

20.3 Acceptance. Acceptance shall occur after all of the following conditions have been met:

- 20.3.1 All items/systems have been delivered, installed, configured, tested, and transitioned into service.
- 20.3.2 All of the work has been completed in accordance with the contract and RFP specifications.
- 20.3.3 The system operates in conformance with manufacturer's published specifications.
- 20.3.4 Training as specified is complete.
- 20.3.5 All the documentation requirements have been met.
- 20.3.6 All outstanding punch list items have been completed.
- 20.3.7 The Contractor has certified in writing to HCPSS that the system is installed and operational in accordance with these specifications.

20.4 HCPSS reserves the right to reject, remove or reassign any camera or camera system location, regardless of point in construction. The Contractor shall be responsible for removing its equipment with ten days of written notification at no additional cost to HCPSS or the County.

21 Single Point of Contact.

21.1 The Contractor shall appoint a dedicated full-time on-site project manager who shall be the main point of contact regarding the project for HCPSS. The project manager is responsible for the following:

- 21.1.1 Developing a project schedule that identifies in detail the exact tasks and timelines that HCPSS and Contractor shall perform and/or be responsible for in order to accomplish the delivery, installation, and cutover of the system.
- 21.1.2 Guaranteeing the work and performance of all employees and subcontractors who have been hired by the Contractor.
- 21.1.3 Verifying bus locations with HCPSS's Project Manager prior to installation.
- 21.1.4 Completing and submitting all required documentation.
- 21.1.5 Attending all project coordination and/or installation meetings as required by HCPSS, plus chairing a weekly project status meeting throughout the duration of the project.
- 21.1.6 Maintaining the project status meeting minutes and distributing them to all participants within two days following the meeting.
- 21.1.7 Informing HCPSS of all unexpected conditions and problems that may result in delay or expense. The Contractor shall report issues immediately upon discovery and shall provide HCPSS with the option(s) for resolving them.
- 21.1.8 Arranging for provided training and coordination of scheduling for all training classes.

21.1.9 Being available during normal working hours Monday – Friday as determined by the implementation schedule and on an emergency basis 24/7 by text or phone from start to end of the project.

21.2 If the Contractor seeks to change the project manager while the project, such change is subject to prior written approval from HCPSS.

21.3 HCPSS reserves the right to request a new Project Manager during the project if the project manager does not perform to HCPSS's satisfaction.

22 Service and Support Requirements

22.1 General Description of Services. The Contractor shall provide on-site and off-site repair services on an on-call basis for Visitor Management equipment owned and supported by HCPSS. Service shall minimally include repair service, testing, parts, and equipment replacement.

22.2 Certified Technicians. The Contractor shall provide the services of certified technicians to provide installation, maintenance and repair service.

22.3 Remote Monitoring. Contractor shall be able to remotely touch and monitor all units.

22.4 Local Service Center. In addition to the Contractor's back office processing personnel permanently installed at the RAEC, the Contractor shall maintain fully staffed local Service Center within 50 miles of Howard County Maryland to provide onsite service as required.

22.5 Service Requests. Service calls will be dispatched by the County or HCPSS to the Contractor. All diagnostics and service by the Contractor shall be provided at no additional costs including all time, material, travel, and delivery charges through the life of the contract.

22.6 Coordination of Work Schedule. The Contractor shall coordinate the repair or replacement with a HCPSS designated contact. HCPSS will provide contacts, addresses, and telephone number for each HCPSS location.

22.7 Initial Response Times. Service/repair Initial Response is required within four (4) hours of receipt of the service request. At a minimum, the Contractor's initial response shall consist of making personal contact with the HCPSS designated staff to coordinate repair or replacement service.

22.8 Repair or Replace Response Time. Repairs or replacements shall be within three (3) business days of receipt of the Initial Response. The Contractor shall either replace or repair malfunctioning equipment as needed. The Contractor shall provide replacement parts/devices at no additional cost through the life of the contract.

22.9 Notification of Replaced Equipment. If equipment is replaced, the Contractor shall submit to the designated HCPSS staff via e-mail the serial numbers and descriptions of both the original and replacement devices.

22.10 Notification of Completion of Service Request. Within one (1) business day of the completion of a service request, the Contractor shall transmit to the HCPSS Contract Manager, via email, a document detailing the HCPSS service request identification number, problem description, solution description, serial number of the malfunctioning server, completion date and time for the service request, and approval signature of the HCPSS office contact or server user verifying restoration of the device. If the document is not received, HCPSS shall assume the service request was not addressed within the expected time frame.

23 HCPSS & County Responsibilities.

23.1 HCPSS & County will:

23.1.1 Identify buses and bus routes for stop arm camera enforcement.

- 23.1.2 Supply office space, HVAC, utilities, maintenance and janitorial services at the RAEC. Each Contractor shall be allowed access to the RAEC to include conference rooms, etc. to employees who successfully complete Howard County Police Department background investigations. The County shall supply administrative and management services for the RAEC to include, but not be limited to, evidence controls and operational oversight. The Contractor shall adhere to the County's holiday schedule. There is no access to the RAEC during County holidays or when the building is closed due to weather or other emergencies. Access shall be authorized for emergency repairs to the Contractor's equipment.
- 23.1.3 Conduct secondary review and approval at separate violation processing workstations for violation review, entry and/or verification of registration plate information.
- 23.1.4 Provide trained customer service representatives to answer questions from violators regarding payment options and other matters between 7:00 AM – 4:30 PM, Monday through Friday, with the exception of holidays.
- 23.1.5 Arrange for and pay associated costs for violation payments to be made through an existing lock box arrangement with an area bank as established by an existing County contract. Credit card transactions paid via the internet may be made through a contracted vendor (currently Govolution). Walk-In transactions are handled by the Howard County Department of Finance. The Contractor, at no cost to the County, shall work with the County and the County's authorized vendors associated with the processing payments to ensure payment processing data is seamlessly and continuously transferred and applied to citations appropriately.

23.2 The HCPSS Project Manager & County Program Administrator will:

- 23.2.1 Provide direction of staff working on the project as well as direction, communication guidelines, and procedures for reporting to management and leadership within HCPSS and the County.
- 23.2.2 Resolve deviations and changes from the contract caused by HCPSS, the County, employed vendors, or the awarded Offeror.
- 23.2.3 Perform all staff management and assignment of HCPSS and County personnel.
- 23.2.4 Gain the participation and commitment of HCPSS and County staff and bus Contractors.
- 23.2.5 Communicate concerns specific to the Contractor's performance, Contractor employees, and Contractor sub-Contractors.
- 23.2.6 Provide all assistance deemed reasonable and necessary to help the Contractor address the obligations specified herein as it relates to current County or HCPSS operations, documentation, required information and assistance.
- 23.2.7 Directly or through a designee provide court testimony for contested or disputed citations.
- 23.2.8 Work with the Purchasing and Accounting offices to make sure invoices are paid per agreement.
- 23.2.9 Facilitate reasonable access to buses, schools and other HCPSS and County facilities for the purposes of this project.

24 Non-Performance of Personnel. HCPSS, in coordination with the County, reserves the right to request that Contractor employees determined unqualified or unprofessional in performance of duties or in conduct be replaced. In the event that HCPSS is dissatisfied with Contractor employee abilities, expertise, or professionalism, the HCPSS Contract Manager, in coordination with the County, may request the employee be removed from County or HCPSS premises and be prohibited to continue working under any resulting contract.

25 Right to Replace or Reject Contractor Personnel. Contractor replacement personnel shall have qualifications equal to or greater than that of the non- performing person initially proposed and evaluated and accepted in the agreement. Through the life of the contract term HCPSS, in coordination with the County, reserves the right to review and approve/reject any replacement personnel.

SECTION V

EVALUATION CRITERIA AND PROPOSAL FORMAT

1. Summary

- 1.1. Clear, concise, yet detailed responses to the technical criteria below are to be provided. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.
- 1.2. The information shall be furnished in the Proposal in the order provided. Failure to include any of the items 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.
- 1.3. Offeror’s Technical Proposal shall be submitted separate from the PRICE PROPOSAL and clearly identified in its proposal as TECHNICAL PROPOSAL.

2. Evaluation Criteria. Evaluation Criteria provide for a consistent method of identifying the best overall cost-effective Solution that meets the requirements identified in this RFP. The criteria categories listed below will be used to determine how satisfactorily Offerors have addressed the requirements identified in this RFP. Evaluation of each category will include, but not be limited to, the line items listed. The highest scoring proposals will be selected for the shortlist (see paragraph VI.2). HCPSS’s recommendation for award by the Howard County Board of Education will be based on Offeror’s criteria scores.

Evaluation Criteria

Cost	25%
Five Year Cost	
Total Cost of Ownership (TCO) analysis	
Revenue Sharing Plan	
Contractor	25%
Company Profile	
Project Understanding	
Experience	
Service and Support	
Proposed Subcontractors and Project Staff	
Experience and Technical Qualifications	
References	
System	25%
Meets Requirements	
Features and Functionality	
Stop Arm Enforcement Image & Video Quality	
Pupil-facing/Internal Cameras Image, Video & Audio Quality	
Features and Functionality.	
Reliability, Maintainability, and Availability (RAM)	
Ease of Use	
Service	25%
Implementation Plan	
Service and Support	
Warranty	
Meets Rollout Schedule	

3. Submittal Requirements. Beginning with the Transmittal Letter, proposals shall be submitted as structured below. The Offeror agrees and shall comply with all provisions and specifications as stated in this RFP. Failure to respond to these submittal requirements may result in the proposal being considered non-responsive.

4. Transmittal Letter. A transmittal letter shall be prepared on the Offeror's business stationery. The letter shall be an executive summary that clearly and concisely describes the Offeror's understanding of the scope of work. 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 shall also be provided for HCPSS's use during the procurement process.
5. Adherence to Scope of Work. Offeror shall confirm that they are capable of providing each item identified in Section IV, Scope of Work in the order provided.
6. Exceptions to the RFP. Offerors may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified naming the specific paragraph number and shall include the scope of the exception, the ramifications of the exception for the HCPSS and the County, and a description of the advantage to be gained or disadvantages to be incurred by the HCPSS and the County as a result of such exceptions.
7. Company Profile/Demonstration of Prior Work. The Offeror shall:
 - 7.1. Describe its history in the school bus stop arm camera industry, including the technologies utilized and the percentage and quantity of systems installed and managed.
 - 7.2. Demonstrate and certify that it possesses at a minimum five (5) years of experience providing, installing, and maintaining school bus stop arm cameras as described in this document for K-12 institutions similar to HCPSS in scope and size.
 - 7.3. Provide details on its company's organization business structure number of employees, number of similar contracts and overall qualifications to provide the services requested.
8. Requirements - Contractor Qualifications
 - 8.1. Contractors shall be engaged in the operation, setup, and maintenance of Stop Arm Camera Systems for a period of no less than five years.
 - 8.2. The Contractor shall have sufficient experience in providing school bus stop arm camera systems and services to jurisdictions similar in size and population to the County. The Contractor shall provide statistical data from each program showing the following for the past five years:
 - 8.2.1. Number of installed and operational cameras.
 - 8.2.2. Traffic volume at camera locations.
 - 8.2.3. Number of incidents photographed at camera locations.
 - 8.2.4. Number of uncontrollable rejections that are outside the Contractor's control such as missing plate, funeral procession, officer controlled, dealer plate or obstructed plate, or no DMV record found.
 - 8.2.5. Number of rejections within the control of the Contractor such as, but not exclusive to improperly lit or dark images, unreadable or cut off license plates, vehicles out of position in the first or second image, green light in second image, traffic lights appearing both red and green in one or both images, missing violation date, incorrect data bar, images missing the red light signal in the image, improper amber times, or citations that are too old to be issued.
 - 8.2.6. Number of citations approved by employees and mailed out to violators.
 - 8.2.7. Percentage of citations contested.
 - 8.2.8. Percentage of payment types utilized, such as but not limited to internet payments, telephone payments, and lockbox or any other electronic forms of payment.
9. Project Management and Implementation Plan. The Contractor shall describe their management approach and how they shall ensure a successful project for the County. The Contractor shall describe their project organization for both start up and ongoing operations and shall include all positions in their organization including the number of staff and location.
10. Installation Methodology.

- 10.1. Provide a description of your company's approach for implementing projects of this size.
- 10.2. Provide an overview of your organizations general implementation process including:
 - 10.2.1. Project management and overall project tracking
 - 10.2.2. Equipment configuration and deployment
11. References. Provide a minimum of three references. References shall demonstrate that the Offeror has extensive knowledge of all equipment proposed and has at least 5 years of experience providing equipment and services of similar scope and size. HCPSS reserves the right to check all references, either provided or known, in determining the award of this RFP. References shall include:
 - 11.1. Organization Name
 - 11.2. Address
 - 11.3. Type of Business
 - 11.4. Contact Person
 - 11.5. Telephone Number
 - 11.6. Email Address
 - 11.7. Dates of Installation
 - 11.8. Description of System
 - 11.9. Number of installations
 - 11.10. Commencement and completion dates.
12. Subcontractors. Identify all subcontractors or partners used for any purposes and their business name, years of experience, and function. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled "Subcontractors/Partners," if necessary.
13. Resume. Provide a resume(s), including education and employment history, a detailed description of technical knowledge, skills, and experience, for the proposed Single Point of Contact (Project Manager) and any other key personnel that will be a key point of contact.
14. Five-Year Support. Provide letters from both the Manufacturer(s) and Offeror which guarantee the system will be supported for a minimum of five (5) years acceptance date. Describe how your firm will support the Solution for any additional renewal years, up to nine years.
15. Certification. Provide certifications and/or letter(s) from manufacturer(s) that the Offeror is an authorized reseller and service provider for all proposed hardware/software or services to be utilized to support the HCPSS project.
16. Training.
 - 16.1. Describe the requisite skills and knowledge needed to manage the systems proposed.
 - 16.2. Provide an outline of the proposed training and the class size.
 - 16.3. Submit training history for each of its employees and any trainers.
 - 16.4. Provide for each trainer a Trainer Certification from the detection instrument manufacturer.
17. Training Materials. Provide a list of the training assets that will be available to HCPSS such as:
 - 17.1. Lesson plans and course objectives
 - 17.2. Operating instructions and procedures
 - 17.3. Application "help" and tutorial material
 - 17.4. Application user reference guides
 - 17.5. Booklets and quick reference guides and videos
 - 17.6. Problem resolution guides
 - 17.7. On-line system admin training
 - 17.8. On-line end user training
18. Public Awareness Campaign. Confirm that your firm can assist with the design and implementation of a public awareness campaign.

19. Warranty Period. Describe all warranties associated with product and services. Warranty Period shall begin at acceptance by HCPSS.
20. Service Level Agreement Guarantee. Provide letters from both the Offeror and all system manufacturers guaranteeing maintenance/service support of the proposed system for the initial 5-year contract period and for any additional renewal years granted.
21. Required Documents
 - 21.1. Attachment A RFP Signature Sheet. Complete and sign the RFP Signature Sheet
 - 21.2. Attachment B Insurance Requirements. Acknowledge compliance with HCPSS Insurance Requirements.
 - 21.3. Attachment D Receipt of Addenda Form. If any addenda to the RFP documents are issued prior to the due date and time for Proposals, the Acknowledge Receipt of Addenda Form shall be completed, signed.
 - 21.4. Attachment E Bid/Proposal Affidavit. Complete and sign the Bid/Proposal Affidavit
 - 21.5. Attachment F Agreement for Professional Services. 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 acknowledges that they have reviewed the Agreement for Professional Services 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 VI

EVALUATION PROCESS

1. Evaluation.
 - 1.1. Following evaluation of the Proposals, the Evaluation Committee will make an initial overall ranking of the Proposals' Technical Criteria and recommend to the Purchasing Office the award of the contract to the Offeror whose Proposal is 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.
 - 1.2. Following the Purchasing Office's qualifying review and approval, the decision for progressing in the procurement process will be made based ranking the strengths, weaknesses, advantages, and deficiencies of each Proposal. The decision to award a Contract will be made at the discretion of the Purchasing Office.
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. 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 VI
PRICE PROPOSAL

1. Price Structure

- 1.1. Meet Requirements. Offeror shall respond with pricing that meets the requirements provided in this RFP and described in Offeror's technical response.
 - 1.2. Bill of Materials. Offeror shall include a bill of materials showing part numbers, quantities, non-recurring and monthly recurring unit cost, extended cost and total cost for all proposed hardware, services and labor/professional services.
 - 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. Pricing shall be per bus regardless of make/model/age of bus. HCPSS has the right to add or delete buses in its fleet at any time.
 - 1.4. Non-Recurring/Recurring Costs. Offeror shall identify and itemize all initial non-recurring costs and all subsequent monthly and/or annual recurring costs extended through the life of the resulting contract.
 - 1.5. Revenue Sharing. Offeror shall define a revenue sharing plan. It is preferred that revenue sharing plans include, but are not limited to, allocation on a percentage arrangement or a defined dollar amount. Contractor invoices and compensation shall be based solely on fines collected by HCPSS or the County (not based on citations issued). The Contractor may not invoice for any amounts exceeding fines collected. Revenue sharing plans shall provide that 10% of fine revenue is retained by HCPSS or the County from the outset of the contract.
 - 1.6. Optional Equipment and/or Services. Offerors shall provide pricing for optional equipment and/or services such as [1] school bus Wi-Fi, [2] Student Tracking devices (ex. RFID), and [3] Emergency Alert Buttons. Offerors may also provide pricing for options not identified in the Scope of Work for consideration.
 - 1.7. Citation Supplies. Offeror shall include in their total Price Proposal all supplies necessary for printing and mailing citations and notices including but not limited to; envelopes, paper, and postage.
 - 1.8. Registration Costs. The Contractor shall include in their Price Proposal any additional prices resulting from out of state registrations.
 - 1.9. Total Cost of Ownership. The Offeror 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. Additionally Offerors shall submit a timeline identifying the recovery of capital expenditures, amortization, and revenue sharing.
2. Separate Submittals. Offeror's PRICE PROPOSAL and Bill of Materials shall be submitted separate from the TECHNICAL PROPOSAL and clearly identified as PRICE PROPOSAL.
 3. Best and Final Offers. Following the evaluation and/or Discussion Session, Best and Final Offers may be requested of selected Offerors.
 4. 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.
 5. 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	Signature Sheet (<i>signature required</i>)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment B	Insurance Requirements	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment C	Client Data Sharing Agreement (<i>signature required</i>)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment D	Acknowledgement of Receipt of Addenda (<i>signature required</i>)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment E	Bid/Proposal Affidavit (<i>signature required</i>)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment F	Agreement for Professional Services	Yes <input type="checkbox"/> No <input type="checkbox"/>

❖ Submit this completed Check List with Technical Proposal

Attachment A

SIGNATURE SHEET

A. Offeror's Certification

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

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

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

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

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

B. Vendor/Contractor Disqualification -Bribery

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

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign bid)

(title of authorized representative)

(signature of authorized representative) (Date)

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

ATTACHMENT B

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

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

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

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

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

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

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



**CLIENT 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 _____ and ending on _____.
name of company date date

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:

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.

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 or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.

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 as required to fulfill the purpose of this agreement, 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 at the 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 CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. 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 provide the CLIENT with a copy of official request and the 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 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 shall be trained 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 obligations under the terms of this Data Sharing Agreement.
- 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 breach of this Agreement 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 D

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: _____

TECHNICAL PROPOSAL DUE DATE:

RFP FOR: _____

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

The undersigned hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

_____ Signature

_____ Printed Name

_____ Title

**ATTACHMENT E
BID/PROPOSAL AFFIDAVIT**

Special Instructions: An authorized representative of the 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