

Introduction and Background

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit submittals from highly experienced and professional firms to provide, install, and service a Unified Communication as a Service (UCaaS) Cloud-Based Telephone System (the Solution) (the system) to support current and future locations.

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. It is HCPSS's intent to post all addenda by COB on September 13, 2019.
3. Pre-Proposal Conference. A Pre-Proposal Microsoft Teams Web Conference will be held in conjunction with this RFP. To participate in the pre-proposal conference, [please sign up using this online form](#). See Solicitation Schedule on the cover of this document for date and time. Answers to questions and concerns brought up at the pre-bid that substantially affect RFP responses will be issued via addendum.
4. Bid Submittal Process.
 - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 4.2. Bids are to be submitted electronically in PDF format 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 on the bid cover sheet.
 - 4.3. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. 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 in the Exceptions Form K and written explanations shall 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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).
13. 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.
14. 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.
15. 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.
16. Multiple Proposals. Offerors may not submit more than one Proposal.
17. Alternate Proposals. Offerors may not submit an alternate for this RFP.
18. 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.
19. 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.
20. 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.
21. 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.

22. Resolution of Disputes.

22.1. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.

22.2. 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.

22.3. 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. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. HCPSS will not consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship.
3. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
4. Behavior of Contractor Employees/Subcontractors. HCPSS is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also ensure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
5. Tobacco Free and Alcohol/Drug Free Environment. HCPSS maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
6. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

7. Child Sex Offender Notification.

- 7.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 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.
- 7.2. As a contractor working for HCPSS we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11- 722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
- 7.3. Each contractor shall screen their workforce to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "workforce" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
- 7.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
- 7.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

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

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

10. Ethics Regulations.

10.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, please contact the Public Information Office, Howard County Public School System (410) 313- 6658

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

11. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
12. Multi-Agency Participation.
 - 12.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.
 - 12.2. Each participating jurisdiction or agency shall enter into its own contract with the awarded Offeror(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded Offeror(s).

SECTION 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 three (3) additional one-year terms (a maximum total of eight (8) one-year periods pending successful performance and availability of funds).
3. HCPSS Project Manager. HCPSS will designate a staff member to act as coordinator ("Project Manager") between HCPSS and the Contractor. Throughout the period of the Contract, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Manager and also to any other HCPSS personnel designated by the Project Manager. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Contract shall be made only with the prior knowledge and concurrence of the Project Manager.
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/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 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, 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: 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 completion date.
15. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
16. Subcontracting and Assignment.
 - 16.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to HCPSS for acts and omissions of subcontractors.
 - 16.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS.

Contractor may designate a third party to receive payment without HCPSS's prior written consent unless in conflict with Maryland or federal law but shall provide HCPSS with notification thereof.

17. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
18. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
19. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
20. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
21. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
22. Compliance with Laws. The Contractor hereby represents and warrants that:
 - 22.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 22.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - 22.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
23. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
24. Network/Data Security.
 - 24.1. 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:
 - 24.1.1. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
 - 24.1.2. Assessment of the contractor's security and privacy controls including HCPSS's security and privacy requirements in the agreement.
 - 24.1.3. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

24.2. Contractor shall:

- 24.2.1. 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;
- 24.2.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and
- 24.2.3. 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.
- 24.2.4. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 24.2.5. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

24.3. 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.

24.4. HCPSS, at its sole option, may request the Contractor to provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.

24.5. HCPSS or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

25. Work Hours.

25.1. Work shall be performed during normal working hours from 7:00 am to 3:00 pm.

25.2. Work may be performed during evening working hours from 3:00 pm to 10:30 pm with the permission of the HCPSS Project Manager. Premium hourly rates, nor shift differential rates, shall be charged for evening work.

25.3. See HCPSS System Calendar at <http://www.hcpss.org/calendar> for scheduled holidays and school closings.

25.4. See School Opening and Closing Times at <https://www.hcpss.org/schools/opening-and-closing-times/> for school hours.

26. Contractor Performance/Evaluation Scorecard.

- 26.1. Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.
- 26.2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.
- 26.3. A contractor shall have up to three weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the three-week period, the scorecard shall be considered final and accepted by the contractor.
- 26.4. A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

SECTION IV. SCOPE OF WORK

1 PROJECT SCOPE

- 1.01 The Howard County Public School System (HCPSS) is seeking proposals from highly experienced and professional firms to provide, install, and service a Cloud Based Hosted UCaaS Telephone Solution (the Solution) (the system) to include all new IP telephones to support current and future locations.
- 1.02 HCPSS expects that this project will start beginning immediately after contract signing and will be substantially complete by mid-August 2020. HCPSS anticipates that the project will have two major phases.
- A. Phase 1: HCPSS has identified 18 locations in the Telephone System Configuration Table in 6.01 that need to be completed as quickly as possible following contract signing to avoid loss of service due to Verizon ending Centrex support out of their Columbia, MD central office.
 - B. Phase 2: All remaining locations will be cutover by mid-August 2020.
- 1.03 Upon completion of this project, HCPSS shall have a system/service provider capable of providing the following:
- A. Equipment & Systems: All equipment and systems shall be new and currently manufactured.
 - B. Voice Platform: All locations shall be served by a single IP-based telephone system platform capable of providing feature transparency for all described HCPSS locations.
 - C. Fault Tolerance: The Solution shall be redundant/resilient and shall be designed to ensure that internal and external traffic can be rerouted or reconnected in the event of a network or major component failure.
 - D. Survivability: All IP telephones at the locations designated as survivable in the Telephone System Configuration Table in 6.01 shall register with the local survivable gateway during any outage that prevents the location from connecting to the host provider network including hardware, software, carrier backbone, last mile connections and HCPSS provide WAN service and shall have continued access to locally equipped trunks or alternate host provider supplied internet access.
 - E. System Management: The host provider shall provide HCPSS access to the system for day-to-day system administration and reporting,
 - F. Integrated Voice Messaging (IVM): The solution shall provide integrated voice messaging service for all HCPSS locations with an option to add voice to text message delivery. In addition, it shall support integration with HCPSS's email platform.
 - G. Unified Communications (UC): Ideally the Solution shall provide integration with Google G Suite for Education and Microsoft Team applications to allow seamless internal and external access to voice and messaging services directly from Google applications such as Hangouts and Microsoft Teams.
 - H. Text Messaging: The Solution will optionally support both Short Message Service (SMS) and Multimedia Messaging Service (MMS) directly from the user's unified communication desktop.
 - I. Paging Overhead and Through Telephone Speakers: The Solution shall support group paging through HCPSS's paging systems via Foreign Exchange Office (FXO) connections and through the speakers on the telephones. Page groups over the telephone speakers shall support a minimum of 32 telephones in a single group.

- C. HCPSS reserves the right to request a new project manager during the project if the project manager does not perform to HCPSS's satisfaction.

2.03 Permission to Proceed

- A. The Contractor shall coordinate with HCPSS the location and layout of all equipment placement for each location prior to commencement of work.
- B. The Contractor must obtain HCPSS's permission before proceeding with any work necessitating cutting into or through any part of a building structure.
- C. Existing floors, walls, ceilings, or any structural piece shall not be drilled or cut without prior approval of HCPSS.

2.04 Damage and Cleanup

- A. The Contractor shall be held responsible for and make payment on any damage caused from the delivery and/or installation of its work.
- B. The Contractor shall keep the premises clean from debris and rubbish. After each workday, the Contractor shall remove any rubbish or waste from the working area. If HCPSS is required to clean up, the cost shall be charged back to the Contractor.

2.05 Ordering and Delivery

- A. The Contractor shall take responsibility for proper ordering, shipping charges, delivery, receipt, inventory and proper storage of all component parts.

2.06 Data Network

- A. The Contractor shall have as part of its implementation team a data network resource capable of analyzing and implementing proper VLAN and Quality of Service configurations necessary to support advanced real time voice and video applications across HCPSS's data network. This person shall work with HCPSS to develop a mutually agreeable design/scheme to ensure that all network devices are configured to support these applications.
- B. Currently, HCPSS uses a mixture of static addressing and DHCP. HCPSS shall work with the vendor to enable DHCP addressing for all telephony devices.
- C. The Contractor shall:
 1. Work with HCPSS to understand its IP addressing scheme and to implement this scheme in the furnished devices and ensure network visibility of those devices.
 2. Review HCPSS's Virtual LAN (VLAN) scheme and provide HCPSS with configuration recommendation/requirements as needed to add the telephone system and supporting applications to the network.
 3. Work with HCPSS to develop Simple Network Management Protocol (SNMP) configurations, community strings, and passwords for all devices and to implement these in the furnished system.
 4. Work with HCPSS to ensure the proper Quality of Service (QoS) configurations are implemented to support all applications provided under this RFP.
 5. Learn and understand HCPSS's device naming convention and implement appropriate device names on all new devices.
 6. Label all equipment and patch cables as required by HCPSS.

- C. The Contractor shall use HCPSS's cable management system where equipped to provide a neat and efficient means for routing and protecting fiber and copper cables and patch cords on telecommunication racks and enclosures.

2.11 Labeling

- A. All labeling formats shall be coordinated and approved by HCPSS's Project Manager prior to installation.
- B. The Contractor shall be responsible to label all cables and equipment components installed as part of this project. In doing so, make the labeling of each component:
 - 1. Unique, to prevent it from being confused with other similar components; and
 - 2. Legible and permanent enough to last the life of the component. Handwritten labels are not permitted.

2.12 Removal of Existing Systems and Equipment

- A. Following the cutover(s), the Contractor shall disconnect, collect and dispose of the following items.
 - 1. Thirty-six (36) Nortel Norstar 0X32 systems including cables and blocks
 - 2. Thirty-two (32) Nortel Norstar 8x24 systems including cables and blocks
 - 3. One (1) Mitel SX2000
 - 4. Unused cross-connects at the Main Distribution Frame (MDF) in every HCPSS building
 - 5. All telephones in every HCPSS building except for the following.
 - a. Swansfield Elementary
 - b. Waverly Elementary
 - c. Wilde Lake Middle
- B. Following the cutover(s), the Contractor shall disconnect, collect and deliver the Mitel 3300 systems and Mitel telephones from the following locations to an HCPSS designated location.
 - 1. Swansfield Elementary
 - 2. Waverly Elementary
 - 3. Wilde Lake Middle

2.13 System Design Reviews & Database Collection

- A. Client quantities included in this RFP are estimates. The Contractor shall be required to perform station surveys to verify quantities. Any increases in components prior to acceptance shall be at pre-cutover costs, and deletions shall not be charged restocking fees.
- B. As these specifications are put together with no specific equipment or respondent in mind, the Contractor shall include in the installation cost one informational presentation to HCPSS's management. The purpose of the meeting is to provide HCPSS with an overview of the Solution capabilities and establish standards for how the Solution is to be installed.
- C. The Contractor's project manager shall inform HCPSS's Project Manager of decisions that they need to make regarding the items/systems/alternates being installed. HCPSS's Project Manager shall set standards and determine which decisions are available for the departments to make.

A. The Contractor is responsible for placing, testing, and labeling all phones. Every telephone and fax machine shall be tested to ensure it can make and receive calls/faxes at the assigned number and the assigned features and PSTN access function properly when placed or connected to the system.

B. FXO and FXS Circuits

1. The Contractor shall tone and tag cables where required and make all required cross-connects/patches needed to extend FXO and FXS circuits between the telephone system and the telephone company demarcation point ("dmarc"), paging systems or end device.

2.17 PC Desktop & Mobile Client Software Distribution

A. The Contractor shall train HCPSS's desktop support staff on the process for deploying all UC desktop and mobile software.

2.18 PSTN Testing, Turn Up and Cutover

A. The Contractor shall work with HCPSS and the PSTN provider to coordinate connection and testing of all FXO services to be connected to the telephone system survivable gateways.

2.19 Documentation

A. When installation is complete, the Contractor shall furnish HCPSS a complete set of project documentation in electronic format as follows:

1. All naming standards/schema to be used in documentation must comply with the existing HCPSS standards and be pre-approved by HCPSS's Project Manager.
2. Acceptable documentation formats include Microsoft Word, Microsoft Excel, and Microsoft Visio.
3. Logical diagrams for the voice and data products provided, installed, and connected to the network including:
 - a. Overall District wide network diagram.
 - b. Detailed diagram of Core infrastructure components and connections.
 - c. Diagram of all equipment and connections in each building excluding telephones.
4. Static IP numbers assigned to all voice equipment located on HCPSS's premise, noted both on diagrams and on a separate table/spreadsheet
5. Documentation of all auto attendants/self-service trees/menu services
6. Pre-Cutover testing verification documents
7. Enhanced 911 (E911) test verification document

2.20 Training Requirements

A. All costs for training shall be included in the proposals.

B. Telephone and Voice Mail End User:

1. Hands on Training

a. Admin User Training: The Contractor shall conduct approximately 75 on-site, hands-on user training sessions for Admin users, limited to a maximum of 20 people in any one session. Training will be conducted at a central HCPSS location yet to be identified.

- b. Train the Trainer: The Contractor shall conduct five (5) on-site, hands-on train the trainer user sessions to cover both basic and admin users, limited to a maximum of 20 people in any one session. Training will be conducted at a central HCPSS location yet to be identified.
 2. Video Training: The Contractor shall work with HCPSS to develop video training sessions for both Admin and Basic Users which will be uploaded to HCPSS's internal webpage and learning management system and made available to all HCPSS employees.
 3. Applications End User: The Contractor shall conduct webinar training sessions and record them for future access on the utilization of all available UC applications purchased by HCPSS as a result of this RFP. The minimum number of sessions for each application is as follows:
 - a. UC desktop two (2) one-half-hour sessions
 - b. UC Mobility two (2) one-half-hour sessions
- C. User Guides: The Contractor shall work with HCPSS to develop quick user guides for each type of user. The user guides will be printed and distributed with all telephones and provided in electronic format for upload to HCPSS's internal webpage and learning management system.
- D. Telephone System Management: The Contractor shall provide a minimum of four (4) hours of training for at least four (4) system administrators on the use of the management tools available through the System Management Portal.
 1. Familiarization with features of all components and systems
 2. Client installation
 3. Database management
 4. Adds, moves, or changes
 5. Add or change user templates
 6. Add or user profile and group restrictions
 7. Add or change auto attendants
 8. Configuration details of purchased applications, and how to configure new users, groups, and reports
 9. Generate reports
 - a. Find unused numbers
 - b. Find unused or underutilized telephones
 - c. Access and run service level statics reports
 10. Use IP troubleshooting tools
 11. Overview of system documentation and use of all system manuals
 12. Process for obtaining technical support

2.22 Pre-Cutover Testing

- A. Contractor shall complete all manufacturer recommended testing and provided HCPSS with documented proof that all steps have been completed a minimum of one week prior to the schedule cutover(s).
- B. Contractor shall verify all registered components, phones, gateways and applications failover/register to backup dedicated network connections, data centers and survivable gateways during a simulated data center, server or network failure and fully restore to normal operation when service is restored. Testing shall also verify trunk access is maintained for inbound, outbound and 911 calls at all locations equipped with a survivable gateway.
- C. The following testing shall be completed and documented in the presence of an HCPSS representative a minimum of one week prior to cutover.
 - 1. Redundant dedicated link failover and restore
 - a. Verify that all phones fail over to backup dedicated network connections and restore to original when link is reestablished.
 - 2. Gateways failover/resiliency and restore
 - a. Simulate loss of connection to primary call control network and verify all telephones register with local survivable gateway and can complete outbound and E911 calls on equipped trunks or backup internet connections.
 - b. Restore service and verify telephones reregister with primary call control server.
- D. E911 Testing
 - 1. Test E911 calls from each emergency response location and document results.

2.23 Cutover and Post Cutover Requirements

- A. Cutover Time: To minimize business interruption, cutovers may be scheduled outside HCPSS's normal business hours.
- B. Cutover Support: The Contractor is required to provide a project team for all cutovers including on-site technical and training support for all systems and options purchased and remote helpdesk support.
- C. First Day of Service: At a minimum, the Contractor shall provide an on-site project team to include technical and training resources that are fully capable of supporting all systems and options purchased for the first business day following all cutovers for a minimum of eight (8) hours.
- D. Technical Issues: The Contractor shall provide on-site resources for as many days as required following the first day of service to resolve any outstanding technical issues.
- E. Adds, Moves, or Changes: The Contractor is required provide database entry resources to complete all requested adds, moves, or changes for the first 30 days following each cutover.

2.24 Project Closeout and Acceptance

- A. 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.
- B. Punch List Approval: The punch list shall be considered complete only after having been signed by HCPSS.

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

1. All items/systems have been delivered, installed, configured, tested, and transitioned into service.
2. All of the work has been completed in accordance with the contract and RFP specifications (including testing procedures as outlined in the RFP and accepted response).
3. Public Switched Telephone Network connections with desired local and long-distance call routing options requested by HCPSS (least cost, next best route, etc.) are all functioning correctly.
4. The system operates in conformance with manufacturer's published specifications.
5. The system, including all ancillary devices, applications, and options made part of the contract, has had 30 consecutive days with 100 percent availability.
6. Training as specified is complete.
7. All the documentation requirements have been met.
8. All outstanding punch list items have been completed.
9. The system post-cutover requirements have been completed.
10. The Contractor has certified in writing to HCPSS that the system is installed and operational in accordance with these specifications.
11. Once all the above requirements are complete, and upon HCPSS's written acceptance, operational control becomes the responsibility of HCPSS. This constitutes Date of Acceptance. The warranty for components and service begins as of this date.

2.25 Warranty Period and Maintenance

- A. Warranty: Warranty will begin at acceptance.

2.26 Service Level Agreement Guarantee

- A. Provide letters from both the UCaaS Contractor and UCaaS system manufacturers guaranteeing maintenance/service support of the proposed system(s) for a minimum of five (5) years.
- B. UCaaS Contractor guarantees to stock an adequate supply of components to maintain the system for a minimum of five (5) years from the date of cutover.

C. HCPSS is expecting the following guaranteed uptimes for key service:

1. Core Voice of 99.999% including Contractor provided network connections
2. Unified Messaging 99.99%
3. Unified Communications 99.99%
4. Contact Center 99.99%

D. Service Level Credits

1. If the service levels fall below the guaranteed uptimes, the Contractor shall apply credits to the next billing cycle for all affected services as follows.
 - a. Core Voice

i. 99.000% to 99.998% 5% Credit

ii. Below 99.000% 10% Credit

b. Integrated Voice Messaging and Unified Communications

i. 99.00% to 99.98 5% Credit

ii. Below 99.00% 10% Credit

E. Service Level Report/Audit

1. Contractor shall provide HCPSS a monthly report or system access to review /audit previous months service level statistics.

F. System Maintenance and Upgrades

1. The Contractor shall provide HCPSS with monthly schedules of any planned maintenance or system upgrades.
2. The Contractor shall coordinate and schedule all non-emergency service impacting maintenance or upgrades with the HCPSS's designated contact.
3. The Contractor shall notify HCPSS via email of any system impacting emergency maintenance services. The notification shall include a list of the services to be affected and expected duration.

G. Service and Support

H. The following system support and services shall be included in the service level agreement.

1. Monday-Friday, 8:00 a.m. to 5:00 p.m. remote support on minor troubles
2. Seven day per week 24-hour (24X7) remote support and call-out coverage shall be provided for the items listed below:
 - a. System outages including 10% or more of telephones at any HCPSS location or department shall have:
 - i. One-hour remote access response time
 - ii. Three-hour on-site response time
 - iii. Three-hour restoration of service on any failed dedicated network connection
3. Parts and Materials:
 - a. Warranty Period: Any parts or materials that are purchased including telephones shall be replaced during the first-year or any extended warranty period at no cost to HCPSS.
 - b. Extended Contract Period: Replacements shall be provided at no additional cost for all parts and materials excluding telephones for the duration of the contract.
 - c. Four-hour replacement of critical components for all locations
 - d. Next business day for non-critical components

5. Service/Help Desk
 - a. 24 X 7 Service Desk/Help Desk: Contractor shall provide a 24 X 7 staffed service desk/help desk to allow HCPSS's IT personnel to open service-related tickets and to assist with technical and system management issues and questions.
6. 24-hour x 7 days System Monitoring and Trouble Reporting Service.
 - a. Contractor shall monitor systems and dedicated network connections 24 X 7 and initiate corrective action on critical outages impacting HCPSS's services within one hour of the notification.
 - b. Respondent must include all hardware and software required to support the alarm monitoring of any Contractor provided premise-based hardware such as routers and survivable gateways.
- I. The Contractor shall share semi-annual review and audit of all applications and performance and make recommendations on any required changes.

3 TELEPHONE SYSTEM

3.01 Architecture

A. Cloud/Hosted System:

1. The Host provider must be able to port HCPSS's existing numbers listed in 7.01 Existing Telephone Numbers and provide new DID numbers as required in the same rate center.
2. The system design shall include diverse geo-redundant data centers. The hosted solution shall provide dedicated diverse data connections between the host providers data centers and HCPSS primary and backup data center.
3. All locations designated as survivable in Telephone System Configuration Table shall be designed to ensure that the IP telephones shall continue to function, and that internal and external traffic shall be rerouted to the PSTN network over locally equipped trunks/internet service if the WAN connection is unavailable.

B. The Hosted telephone platform shall be sized and equipped based on the specifications provided in 6.0 Telephone System Configuration Table.

3.02 Phone Features

A. Basic, Admin and Automatic Call Distribution (ACD) Profile Phone Features

1. 911 DIAL PLAN: Users shall be able to dial either 9-911 or 911 for access to emergency services. If a caller dials 911, the system shall automatically insert the trunk access code (usually a 9).
2. AUTOMATIC RINGBACK ON HELD CALL: When a station user or attendant places a given line circuit on hold and goes on-hook, the held line automatically reverts to an incoming call condition after a defined period.
3. CALL FORWARDING: Allows a user from their telephone to press a button and redirect their incoming calls to any internal or external number allowed by their class of service.
4. CALL FORWARDING BUSY/ DON'T ANSWER: Automatic re-routing of an incoming call to a preprogrammed number when the line is busy or isn't answered within a prescribed time interval.
5. CALL HISTORY: Allows user to view the last 50-100 internal or external calls made to and from the user's telephone and allows the user to select and auto dial any of the numbers on the list. The list includes all calls regardless of whether it was answered or not or routed to the messaging system.
6. CALL PARK: Once a call is placed in the "park" condition, any station within the system may retrieve it by either dialing the appropriate access code or by pressing an assigned feature button on a telephone instrument.
7. CALL TRANSFER: Allows a user to transfer an active call to any internal or external number by pressing a transfer key on their phone or unified communications application and dialing the number. The feature allows user to directly transfer the call by hanging up once number has been dialed or to remain on the line to privately announce the call to the receiving party. The user will have the option to complete the transfer by hanging up or to return to held call should the called party be unavailable.
8. CALL WAITING: Ability to alert the user who is on the telephone that another call is ringing in. The user then has the choice to alternate between calls, hang up on the original call and take the new call, or ignore.

9. **CALLING PARTY NUMBER AND NAME:** Ability to display the number and associated name from which an external call originated.
10. **CLASSROOM TIME OF DAY/DAY OF WEEK CALL ROUTING:** Allows incoming central office calls, to be rerouted to voice mail or front office based on the unique class schedule for each HCPSS location.
11. **CONFERENCE CALLS:** Ability to connect, at minimum, three but preferably six or more internal or external parties into one phone conversation.
12. **DIRECTED CALL PICK-UP:** Ability to remotely pick up a ringing number by dialing an access code or pressing a feature button and dialing the extension number of the ringing line.
13. **DISTINCTIVE RINGING:** Ability of user to set the ringing cadence of their phone so that it can be distinguished from other phones in the area.
14. **DIRECTORY LOOKUP:** Provides user with the ability to look up any user or department number on the system by pressing the associated directory button and typing in the first few letters of the user or department name.
15. **HOT-LINE STATIONS:** Instruments are specially programmed to dial a specific internal station number or "0" for the attendant when the station user goes off-hook.
16. **MESSAGE WAITING:** The ability to activate a message waiting lamp on the user's telephone from the attendant console, telephones with appropriate class of service, and voice mail systems.
17. **PAGING THROUGH TELEPHONES:** Allows attendants and station users to page a group of users through the equipped telephone speakers.
18. **PAGING THROUGH OVERHEAD PAGING SYSTEM:** Provides FXO and SIP page port interface to support access between the phone system and HCPSS provided overhead paging equipment.
19. **PROGRAMMABLE OUTGOING NUMBER DISPLAY:** Allows the outgoing calling line identification for each telephone to be changed to any 10-digit number.
20. **TOUCH-TONE:** Dual Tone Multi-Frequency signaling shall be transmitted by all instruments, attendant consoles, and softphones to establish a call or once the call has been connected.

B. Admin Profile Phone Features

1. **DO NOT DISTURB:** Allows user to route calls directly to voice mail by pressing the DND button on their telephone.
2. **HUNT GROUP:** Allows calls to a busy number to be routed to an alternate predefined telephone number or group of telephone numbers in a linear or circular/round robin pattern. Typically supports minimum of 20 numbers in a single group.
3. **SHARED/MULTIPLE LINE APPEARANCE:** Typically use in an office environment with multi button phones. Feature allows multiple telephones to have one or more departmental lines or another users telephone number assigned to an available button. Ringing can be set to on or off depending on each user specific requirements.
4. **INCOMING DIGIT MANIPULATION:** Ability to add, strip, or completely change the digits of any incoming DNIS, DID, or Tie Line number in order to reroute the call to the appropriate location.

5. UNIFORM CALL DISTRIBUTION: Hunt group that evenly distributes calls to all telephones in the associated hunt group.

C. ACD Features and Phone Profile

1. ACD GROUP: Multiple telephones or agents assigned to the same incoming number. The ACD feature distributes incoming calls evenly to all telephones or agents in the group based on customer-defined parameters such as longest idle, priority, agent status, and occupancy.
2. AGENT: Agents are assigned an identification code that they use to log on to a telephone instrument. The Agent ID brings the agent's individual agent characteristics priority levels, to that instrument.
3. NOT READY: Provides button to allow agent to temporarily take themselves out of service but remain logged into the ACD group.
4. LOGOUT: Provides button to allow agent to completely remove themselves from service and logoff of the system.
5. AUTOMATIC AGENT BUSY OUT: The ability of the system to recognize when a caller is presented to the next available agent and the agent does not answer the call. When such an event occurs, the system automatically removes the agent from the queue, flags the event for reporting, and returns the call to the front of the queue for delivery to the next available agent.
6. CALLS WAITING DISPLAY: Ability to display the number of calls waiting on an Agents telephone display.
7. NAME DISPLAY: Allow a name to be associated with the dial number terminating on an agent's telephone.
8. RECORDED ANNOUNCEMENT: Each ACD group will have the ability to play a minimum of three separate announcements to a caller placed into queue. The first would be provided to a caller upon entering the queue when the ACD group is open. The second would be provided/repeated once a caller has held beyond a predefined threshold. The third would be played when the ACD group is closed.
9. MUSIC ON HOLD: The ability to provide a caller in queue a music or information source in between announcements. The system will be capable of supporting multiple music inputs that can be assigned individually to a single queue or skill group or can be shared across several queues or skills groups.
10. HISTORICAL REPORTING: The ability of the system to accumulate data regarding system performance and generate canned reports detailing agent and ACD queue statistics over a specified period such as hourly, daily, weekly, monthly, and annually. The reports can be display, printed or export to CSV or equivalent format as needed.

3.03 Integrated Voice Messaging

- A. Any proposed system shall provide unified/integrated messaging interoperability with HCPSS's e-mail system.
- B. E-mail Delivery: The system shall deliver voice messages to a user's e-mail inbox with unique identifiers.
 1. Voice to Text: The system shall optionally support ability to convert voice messages to text and deliver them to a user's email address.

D. Message Management

1. New messages will be delivered to users' voice mailbox and e-mail inbox regardless of the status of the user's email login status.
2. System should provide the option to allow a user to place a voice call directly to the caller while listening to the message.
3. System shall allow users to save a voice message as a .WAV/MPEG file so that it can be saved to file folder or attached to an e-mail and sent to any e-mail address.
4. Deleted voice mail messages will be removed from the e-mail inbox and voice mailbox regardless of the interface used to delete them.
5. Message waiting will be turned off no matter what interface is used to listen to a new message.
6. The message status will be changed from "New" to "Listened to" no matter what interface is used to listen to a message.
7. E-mail playback options
 - a. Provide a playback tool that has the following attributes:
 - i. Allows user to control playback of message through any user-defined multimedia device or telephone.
 - ii. Playback control will allow user to respond to voice mail, direct dial number, delete message, forward message, or save message.

E. Emergency Call Recording: Allow user to record calls in progress directly to their voice mailbox by pressing a button on their telephone.

F. Password Protection: Access to a subscriber's mailbox will be password protected.

G. Answer Greeting: Individual personalized greetings of up to three minutes for each mailbox are required. At a minimum, the system will provide standard and extended absence greetings.

H. Message Waiting Light: Lights a message-waiting light on the user's telephone when a new message has arrived.

I. User Mailbox Administration: Allows users to change their personal voice mailbox features such as zero out attendant, schedules, and greetings.

J. Call Answer: Calls will be answered on the first ring and be time and date stamped.

K. Disconnect Detection: Detect that a caller has hung up and immediately disconnect and restore the line to service.

L. Dual-Tone Multi-Frequency (DTMF) Signaling: Must be able to receive and generate standard DTMF tone signaling.

M. Escape: The system shall allow a caller to escape or zero out when leaving a voice message and be directed to the users designated attendant.

N. PSTN Connection Blocking: It shall not be possible for a caller connected to the PSTN to be reconnected to the PSTN.

O. Security: A caller shall not be able to pass through any auto attendant to reach an outside line.

- P. System Backups: All mailboxes and auto attendants shall be backed up daily to a secondary server or storage system, including user greetings, auto attendants greeting and messages.

3.04 Hot Desk

- A. Allows any user to change a telephone profile to match theirs, including telephone number, feature keys, and message waiting lamps by entering in their user number and password.

3.05 Twinning

- A. Single Number Reach for Mobile User: Allow user to define when and how calls that are presented to a user's PBX telephone are distributed to their mobile or stationary device, including the following:
 1. Time of day and day of week
 2. Call ringing location
 3. Desk phone
 4. Cell phone
 5. Other location
 6. Simultaneous ring at desk phone and designated alternate
 7. Number of rings before forwarding
- B. Call Hand-off: Allow user to hand off active call from desk phone to mobile or from mobile to desk phone without interrupting the call by pressing a key on their desk telephone.
- C. Call Control: Allow user to access system features, including the ability to transfer, conference, and place outgoing calls utilizing simple feature/access codes on their mobile phone.

3.06 Unified Communication Features (UC) Proof of Concept Ten (10) User Profiles

HCPSS is interested in the UC application; however, the preference is that the solution provides a plug-in or direct integration with Google G Suite Hangout Meet and Microsoft Teams Desktop to allow call control and presence status updates to be accessed and displayed within these two applications. The 10 user profiles will be utilized to test the application and usefulness within the G Suite Meet and MS Teams Desktop.

- A. Standard Computer Desktop Call Control.
 1. Directory/Contacts Dialing: Provide a drop-down box for name entry and dialing from internal directory or email contacts.
 2. Call Control: Provide call control, including dialing, disconnect, transfer, and conference.
 3. Call History: Allow user to view and redial a minimum of the last 25 calls placed or received at their telephone extension. The history must include the following:
 - a. Date
 - b. Start and end time
 - c. Telephone number
 - d. Name from system directory and email contacts database
 2. Status Change: Allow user to select a status that approximates their current state from a group of predefined definitions

B. Computer Desktop Presence Application

1. Standard UC Presence Application:

- a. Presence: The ability to dynamically display a person or group of peoples' availability or status for various communication systems, including desktop and mobile telephone, IM, desktop keyboard or activity, and Outlook calendar information.
- b. Work Groups/Buddy List: Each user must be allowed to define work groups or a buddy list and assign other users as required, provided their restriction class allows.
- c. Restriction Class: Provide a means to restrict which users an individual can view in their buddy list or workgroup.
- d. Collaboration: Provide the means to allow real time file and screen sharing, and white boarding.
- e. Instant Messaging: Provide the ability to send and receive secure text messages within HCPSS's network. The Solution must provide logging and archive capabilities and support authentication and encryption.
- f. Docking: Allow user to dock the application on the top, side, or bottom of monitor or minimize to system tray if desired.

3.07 Mobility/Softphone Application (UCM) on Computers, Smart Phones and Tablets Proof of Concept Ten (10) User Profiles

A. HCPSS is interested in UCM applications and anticipates that it will be a useful tool for school administrators and staff. However, prior to purchasing additional profiles, HCPSS will utilize these 10 profiles to verify the usefulness of the application.

1. Includes integrated messaging mailbox
2. Allow user to receive and place calls directly from the softphone/ mobility application without the need for a physical telephone.
3. Supports enterprise wide presence
4. Internal or external calls placed from softphone/mobility application will present user's office telephone number.
5. Provide visual voice mail review and access.
6. Users status is updated based on the current state of the telephone application.
7. Instant Messaging: Provide the ability to send and receive secure text messages from the presence application to the user's mobile telephone.
8. 911 calls placed from a mobile client on a smartphone shall be routed over the cell phone carrier network rather than the mobile client application.

B. Network Access: The UCM applications shall be able to access the mobile application utilizing public and private networks. Contractor to include any hardware or software required to allow access between the public network and the UCaaS network. System shall support a minimum of five (5) simultaneous public connections to the UCaaS network and be expandable to support growth on the UC mobility to 100 or more devices.

3.08 User Profile and Telephone Desktop Sets

A. The telephone platform shall be sized and equipped based on the specifications provided in 6.01 Telephone System Configuration Table and the following table.

1. The telephones shall be manufactured in accordance with FCC hearing aid compatibility technical standards codified at 47 C.F.R. § 68.316 and the Telecommunications Act of 1996.

2. User Profile and Telephone Table

	FXS/Fax	Mobility	Basic Profile & Phone	Admin. Profile & Phone	ACD Profile & Phone	Conference Profile & Phone	Add-On Module
Additional Profile Capabilities							
Non-Direct Dial Number			X				
Direct Inward Dial Number	X	X		X	X	X	
Integrated Voice Messaging		X		X	X		
UC Desktop-Presence-IM		X					
UC Mobility		X					
Twinning				X	X		
Hot Desk		X	X	X	X		
T.38	X						
Telephone Type							
Message Waiting Light			X	X	X		
Hold Button			X	X	X	X	
Volume Control			X	X	X	X	
Transfer Button			X	X	X	X	
Conference Button 3-6 Parties			X	X	X	X	
Display (#characters X #lines)			24X3	24X6	24X6	24X3	
Line/Feature Keys			1 line with call waiting	6-12	6-12	1	20
Multi-Point Microphone/Support						X	
Internal User Directory			X	X	X		
Full Duplex Speaker			X	X	X	X	
Self-Labeling Phones			X	X	X	X	X
Support Addition of (1) or (2) Add-On Modules				X			
Headset Jack with Wireless Hook Switch Control (EHS)				X	X		
Support Connection of Bluetooth Headset				X	X		
802.1P/Q			X	X	X	X	
802.3af			X	X	X	X	
(2) 10/100 Switch Ports			X				
(2) 10/100/1000 Switch Ports				X	X	X	

3.09 Standard System Features

- A. MUSIC ON HOLD ACCESS – SYSTEM: Ability to connect unique HCPSS centric audio source to the system to provide music or information to all external callers while on hold or waiting in any type of call queue.
- B. NIGHT ANSWER FROM ANY STATION: A night service facility activated by a time of day schedules whereby incoming calls normally directed to the attendant or central answering point activate a common alerting system (bells, gong, etc.) on the customer's premises which can be picked up from any telephone using the assigned access code.

3.10 Auto Attendant: System pricing to include 100 Auto Attendants to support the following:

- A. Play different multi-level greetings depending on the time of day, day of week, or day of year.
- B. Provide a system wide directory that allows dial-by-number or dial-by-name.
- C. Provide separate auto attendant or trees for departmental use as required. Can be configured/revised by user-department staff.
- D. Provide zero-out option to predefined extension number or secondary tree.

3.11 Toll Fraud

- A. The Solution shall offer comprehensive Toll Control as an integral part of the Call Control and integrated Voice Messaging System. It allows restriction of users, mailboxes and auto attendants access to trunk routes and/or specific external directory numbers. It also allows Class of Restriction (COR) and Class of Service (COS) features that can substantially reduce the risk of toll fraud.

3.12 E-911

- A. All 911 calls originating from an HCPSS location provides an emergency location identification number (ELIN) that could be used by the public safety automatic location identification (PSALI) database to identify the designated emergency response location (ERL) of the calling party. The ELIN is assignable to a single telephone or group of telephones that are in the same location or ERL.
- B. The Solution should have the ability to provide multiple levels of notification that a 911 call has been made. The Solution provides notifications via the following.
 - 1. Email to as many recipients as HCPSS requires
 - 2. Telephone displays (approximately 40)
- C. Call back from the PSAP, the system automatically routes an inbound call to the ELIN number to the most recently associated telephone or group of phones associated with the ELIN.

3.13 System Management Access

- A. The solution provides secure remote system management access from any available internet connection to support the following:
 - 1. Provides multiple levels of system administrative access based on login credentials.
 - 2. Provides access to user data administration to perform day to day adds move and changes including such as:
 - a. Add new user

- b. Change user profile
 - c. Change users name
 - d. Change lines and feature appearance on multi line phones
 - e. Change E911 ELIN information associated with each telephone
 - f. Change passwords
 - g. Upload and schedule bulk changes such as name and password changes at beginning of school year
 - h. Provides templates for all telephone models and user profiles.
 - i. Locates unused directory numbers
3. Provides tools that allow maintenance personnel to troubleshoot IP-related issues down to the telephone level, including but not limited to congestion, packet loss, jitter, and CMOS scores.
4. Provide access to Call Accounting reports including:
- a. The Solution shall be capable of collecting all inbound (including Calling Line Identification (CLID) if provided), outbound and internal call records from the telephone system.
 - b. The Solution shall support Authorization/Account codes.
 - c. The user database shall support the following inputs or fields:
 - i. Telephone number
 - ii. First and last name
 - iii. Department or account number
 - iv. Authorization/account code
 - v. Telephone User profile and associated cost
 - vi. Location, including building and room number
 - d. The Solution shall provide standard and customizable report options, which can be generated monthly, weekly, daily, or ad hoc as needed.
 - e. The Solution shall allow monthly reports to be automatically generated and distributed via email or accessed via web browser as designated by HCPSS.
 - f. The Solution shall allow reports to be generated on any of the defined user fields.
 - g. The Solution shall provide call tracing capability—i.e., the ability to trap individual internal and external telephone numbers and generate alarms when a call is received or transmitted from a predefined number.
5. Provide Access to Service Level Statics
- a. The Solution shall provide access to allow HCPSS to monitor service level statics and to generate historical reports for all service provided including:
 - i. Core Voice

ii. Dedicated Network Connections

iii. Unified Messaging

iv. Unified Communications

v. ACD

b. HCPSS shall have access to a minimum of the previous 12 months of historical service level statistics.

3.14 Music on Hold Source

A. The Solution shall offer a wide variety of licensed royalty free music for HCPSS to select from.

c. Up to 200 Calls

4.06 Option 6 Extended Warranty for Telephones: Provide Annual Recurring Cost (ARC) to extend warranty coverage of the telephones for an additional year:

- A. All Basic Telephones
- B. All Admin Telephones
- C. All Conference Telephone

5 DEDICATED CIRCUIT AND PUBLIC SWITCH TELEPHONE NETWORK ACCESS

5.01 Functional Description and General Information

- A. The Contractor must be able to Port HCPSS's existing numbers listed in 7.01 Existing Telephone Numbers.
- B. The Contractor shall deliver cloud/hosted services via separate Dedicated MPLS or equivalent circuits to HCPSS's primary and backup Data Centers.
 - 1. Both circuits shall be sized to accommodate all services in HCPSS and be configured in an active/active failover topology.
 - 2. If there is a failure of either circuit all services associated with the failed circuit shall be automatically moved to the secondary circuit.
- C. Internal Dialing
 - 1. The system shall support 5 digit dialing between all HCPSS telephones.
- D. PSTN Network Requirements
 - 1. The system shall support Direct Inward Dial calling to all administration telephones.
 - 2. DID numbers shall be assignable to any location.
 - 3. The Vendor shall provide be capable of providing up to 2500 new local DID numbers preferably in consecutive order in addition to the existing numbers listed in 7.01 Existing Telephone Numbers.
 - 4. Support non-sequential DID numbers
 - 5. Basic user telephones shall be assigned five digit non-Direct Dial numbers in consecutive number blocks with up to 10,000 available numbers.
 - 6. The solution will include unlimited local dialing for all telephones on the network based on the existing Verizon local calling areas.
 - 7. The solution shall include unlimited switched domestic dialing based on user profile or restriction class.
 - 8. The solution shall provide per minute billing for international dialing and allow access based on user profile or restriction class. (Offer to include a copy of their international rate table with the Price Proposal.)
 - 9. Provide inbound/outbound calling party number identification.
 - a. Ability to add incoming calling party name information.
 - b. Support outgoing calling party number identification as defined by the user profile.
 - 10. Contractor will be required to order CSR records from Verizon and verify that all numbers, lines and circuits are properly identified and moved as appropriate to their service.
 - 11. Provide E911 call screening/routing and database provisioning for the transmission of the calling party ELIN information to local emergency services authorities PSALI database. The PSALI database associated with the ELIN shall allow HCPSS to designate address and room or building coordinates or section information.
 - 12. Provide HCPSS access to update the ANI/ALI database associated with their service.

The provider shall install the circuits and extend it from the DMARC location to the following locations:

~~H~~CPSS Office Primary Data Center: 10910 Clarksville Pike, Ellicott City, MD 20142

] ~~D~~ata Center located on the first floor.

~~B~~ackup Data Center: 8930 Sta Qford Blvd, Columbia, MD 21045

] ~~D~~ata Closet located on first floor.

All circuits shall be terminated on a service provider supplied routers located in HCPSS's data centers in the building and shall provide a Ethernet hand off to HCPSS.

- 5.02 The Contractor shall be responsible for tagging and labeling all circuits and interface equipment provided with the proper circuit ID and telephone number. In addition, they will provide HCPSS with a list of all provided circuits and detailed account information.

6 TELEPHONE SYSTEM CONFIGURATION TABLE

6.01 System Configuration

Location	Survivable	FAX FXS	Admin Profile & Phone	Basic Profile & Phone	ACD Profile and Phone	Conference Profile & Phone	FXO for Paging	FXO for COT
Totals		201	2984	7299	21	20	83	164
Phase 1								
Central Office (BOE)/ARL	Survivable	25	625	128	16	10	4	2
Berger Road Administrative	Survivable	1	40			1	1	2
Old Bushy Park		1	0					
Mendenhall Administrative	Survivable	3	110			4	1	2
Old Cedar Lane Administrative	Survivable	7	102		5	4	1	2
Ascend One						1		
Ridge Road Grounds/Vehicle Maintenance	Survivable	1	18					2
Warehouse/Print Shop	Survivable	2	13					2
Atholton ES	Survivable	2	22	63			1	2
Bryant Woods ES	Survivable	2	16	68			1	2
Clemens Crossing ES	Survivable	2	18	68			1	2
Jeffers Hill ES	Survivable	2	16	68			1	2
Longfellow ES	Survivable	2	25	68			1	2
Phelps Luck ES	Survivable	2	18	68			1	2
Running Brook ES	Survivable	2	17	68			1	2
Stevens Forest ES	Survivable	2	17	68			1	2
Swansfield ES	Survivable	2	19	68			1	2
Talbott Springs ES	Survivable	2	28	68			1	2
Thunder Hill ES	Survivable	2	21	68			1	2
Harper's Choice MS	Survivable	2	30	68			1	2
Oakland Mills MS	Survivable	2	21	68			1	2

Location	Survivable	FAX FXS	Admin Profile & Phone	Basic Profile & Phone	ACD Profile and Phone	Conference Profile & Phone	FXO for Paging	FXO for COT
Wilde Lake MS	Survivable	2	19	68			1	2
Long Reach HS	Survivable	2	48	68			1	2
Oakland Mills HS	Survivable	2	58	68			1	2
Wilde Lake HS	Survivable	2	52	68			1	2
Phase 2								
Bellows Springs ES	Survivable	2	21	89			1	2
Bollman Bridge ES	Survivable	2	25	98			1	2
Bushy Park ES	Survivable	2	27	101			1	2
Centennial Lane ES	Survivable	2	23	88			1	2
Clarksville ES	Survivable	2	18	59			1	2
Cradlerock ES	Survivable	2	19	73			1	2
Dayton Oaks ES	Survivable	2	22	92			1	2
Deep Run ES	Survivable	2	22	120			1	2
Ducketts Lane ES	Survivable	2	25	94			1	2
Elkridge ES	Survivable	2	25	95			1	2
Forest Ridge ES	Survivable	2	22	98			1	2
Fulton ES	Survivable	2	27	87			1	2
Gorman Crossing ES	Survivable	2	16	94			1	2
Guilford ES	Survivable	2	19	80			1	2
Hammond ES	Survivable	2	17	60			1	2
Hanover Hills ES	Survivable	2	21	83			1	2
Hollifield Station ES	Survivable	2	20	88			1	2
Ilchester ES	Survivable	2	18	96			1	2
Laurel Woods ES	Survivable	2	15	70			1	2
Lisbon ES	Survivable	2	16	95			1	2
Manor Woods ES	Survivable	2	22	90			1	2

Location	Survivable	FAX FXS	Admin Profile & Phone	Basic Profile & Phone	ACD Profile and Phone	Conference Profile & Phone	FXO for Paging	FXO for COT
Northfield ES	Survivable	2	12	79			1	2
Pointers Run ES	Survivable	2	24	98			1	2
Rockburn ES	Survivable	2	13	104			1	2
St. John's Lane ES	Survivable	2	18	82			1	2
Triadelphia Ridge ES	Survivable	2	21	90			1	2
Veterans ES	Survivable	2	30	86			1	2
Waterloo ES	Survivable	2	18	94			1	2
Waverly ES	Survivable	2	19	97			1	2
West Friendship ES	Survivable	2	20	56			1	2
Worthington ES	Survivable	2	16	68			1	2
Bonnie Branch MS	Survivable	2	22	94			1	2
Burleigh Manor MS	Survivable	2	28	94			1	2
Clarksville MS	Survivable	2	25	126			1	2
Dunloggin MS	Survivable	2	21	75			1	2
Elkridge Landing MS	Survivable	2	24	92			1	2
Ellicott Mills MS	Survivable	2	21	77			1	2
Folly Quarter MS	Survivable	2	20	89			1	2
Glenwood MS	Survivable	2	25	77			1	2
Hammond MS	Survivable	2	25	97			1	2
Lake Elkhorn MS	Survivable	2	23	68			1	2
Lime Kiln MS	Survivable	2	52	76			1	2
Mayfield Woods MS	Survivable	2	31	116			1	2
Mount View MS	Survivable	2	21	95			1	2
Murray Hill MS	Survivable	2	32	64			1	2
Patapsco MS	Survivable	2	20	107			1	2
Patuxent Valley MS	Survivable	2	33	104			1	2

7 EXISTING TELEPHONE NUMBERS

7.01 Existing Numbers

From	To	From	To	From	To	From	To
240-456-0391		301-621-4084		410-290-7052		410-313-1701	410-313-1712
240-456-0396		301-621-4108		410-290-7242		410-313-1728	410-313-1749
240-456-0439		301-621-4127		410-312-9526		410-313-2500	410-313-2503
240-456-0518		301-621-4132		410-313-1275	410-313-1292	410-313-2505	410-313-2539
240-456-0527		301-621-4240		410-313-1296	410-313-1297	410-313-2541	410-313-2575
240-456-0575		301-621-4460	301-621-4462	410-313-1491		410-313-2577	410-313-2594
301-317-4917		301-621-4955	301-621-4962	410-313-1497	410-313-1500	410-313-2596	410-313-2599
301-317-5048		301-621-4976	301-621-4977	410-313-1506	410-313-1516	410-313-2800	410-313-2899
301-317-5052		301-621-6023		410-313-1531		410-313-3646	
301-317-5816		301-621-6025		410-313-1534		410-313-3649	
301-317-7986		301-621-6029	301-621-6030	410-313-1544		410-313-3657	
301-362-2892		301-725-3109		410-313-1545		410-313-3679	
301-362-7475		301-725-4210		410-313-1547	410-313-1548	410-313-4565	
301-483-8910		301-725-4927		410-313-1559		410-313-4567	
301-490-1230		301-725-7080		410-313-1565		410-313-4580	410-313-4582
301-490-1265		301-776-2702		410-313-1569		410-313-5000	410-313-5070
301-490-3639		301-854-5466		410-313-1571	410-313-1581	410-313-5074	
301-490-3780		410-203-1283		410-313-1586	410-313-1587	410-313-5094	
301-490-4928		410-203-1509		410-313-1590		410-313-5341	410-313-5342
301-596-9149		410-203-1821		410-313-1593		410-313-5344	410-313-5345
301-596-9269		410-203-9295		410-313-1595		410-313-5347	410-313-5349
301-621-4013		410-203-9810		410-313-1596	410-313-1597	410-313-5369	410-313-5371
301-621-4019		410-290-6354		410-313-1599		410-313-5373	410-313-5378
301-621-4038		410-290-6430		410-313-1700		410-313-5419	410-313-5421

7.02 Existing Number Continued

From	To	From	To	From	To	From	To
410-313-1701	410-313-1712	410-313-5437		410-313-6682		410-313-6907	410-313-6977
410-313-1728	410-313-1749	410-313-5446	410-313-5447	410-313-6692		410-313-6979	410-313-6982
410-313-2500	410-313-2503	410-313-5500	410-313-5574	410-313-6696		410-313-6986	410-313-6989
410-313-2505	410-313-2539	410-313-5601	410-313-5633	410-313-6702		410-313-6992	
410-313-2541	410-313-2575	410-313-5635	410-313-	410-313-6705		410-313-6998	
410-313-2577	410-313-2594	410-313-5640	410-313-	410-313-6715		410-313-7000	
410-313-2596	410-313-2599	410-313-5645	410-313-	410-313-6726	410-313-6734	410-313-7009	
410-313-2800	410-313-2899	410-313-5647	410-313-5649	410-313-6754		410-313-7014	
410-313-3646		410-313-5652		410-313-6774		410-313-7016	
410-313-3649		410-313-5655		410-313-6778		410-313-7018	
410-313-3657		410-313-5657	410-313-5658	410-313-6780		410-313-7020	
410-313-3679		410-313-5661	410-313-5662	410-313-6788	410-313-6789	410-313-7023	
410-313-4565		410-313-5664	410-313-5669	410-313-6795		410-313-7025	
410-313-4567		410-313-5679	410-313-5680	410-313-6821		410-313-7033	
410-313-4580	410-313-4582	410-313-5695		410-313-6833		410-313-7039	
410-313-5000	410-313-5070	410-313-5698	410-313-5699	410-313-6835		410-313-7044	410-313-7083
410-313-5074		410-313-5896	410-313-	410-313-6839		410-313-7085	410-313-7087
410-313-5094		410-313-6071	410-313-6072	410-313-6853	410-313-6856	410-313-7089	410-313-7095
410-313-5341	410-313-5342	410-313-6077		410-313-6858	410-313-6864	410-313-7100	
410-313-5344	410-313-5345	410-313-6164		410-313-6866	410-313-6869	410-313-7104	410-313-7107
410-313-5347	410-313-5349	410-313-6600		410-313-6871	410-313-6875	410-313-7114	
410-313-5369	410-313-5371	410-313-6637		410-313-6877		410-313-7117	410-313-7124
410-313-5373	410-313-5378	410-313-6645		410-313-6879	410-313-6884	410-313-7126	410-313-7128
410-313-5419	410-313-5421	410-313-6661		410-313-6886	410-313-6891	410-313-7130	410-313-7131
410-313-5432		410-313-6673		410-313-6893	410-313-6905	410-313-7133	

7.03 Existing Number Continued

From	To	From	To	From	To	From	To
410-313-7135		410-313-8112		410-313-8785		410-465-7092	
410-313-7138	410-313-7140	410-313-8172		410-313-8912		410-465-8249	
410-313-7142	410-313-7149	410-313-8178		410-313-8976		410-465-8953	
410-313-7151	410-313-7156	410-313-8180	410-313-8181	410-379-1370		410-480-4985	
410-313-7158	410-313-7160	410-313-8192		410-379-5150		410-480-9542	
410-313-7163	410-313-7171	410-313-8197		410-379-5708		410-489-0461	
410-313-7175	410-313-7177	410-313-8224		410-442-2448		410-489-2957	
410-313-7181		410-313-8235	410-313-8238	410-442-3654		410-489-4049	
410-313-7183		410-313-8245	410-313-8248	410-442-4079		410-489-4697	
410-313-7187	410-313-7191	410-313-8285	410-313-8289	410-442-8050		410-489-6153	
410-313-7202		410-313-8293	410-313-8294	410-442-8069		410-489-7146	
410-313-7325	410-313-7328	410-313-8303		410-442-8259		410-489-7473	
410-313-7336		410-313-8326	410-313-8327	410-461-5865		410-489-7602	
410-313-7339		410-313-8412	410-313-8413	410-461-5963		410-489-7645	
410-313-7344		410-313-8442		410-465-0358		410-489-7648	
410-313-7348	410-313-7349	410-313-8445		410-465-0401		410-489-7694	
410-313-7400	410-313-7449	410-313-8463	410-313-8464	410-465-0816		410-489-7834	
410-313-7600	410-313-7655	410-313-8506	410-313-8507	410-465-1542		410-489-9281	
410-313-7660		410-313-8527	410-313-8528	410-465-3170		410-489-9318	
410-313-7662		410-313-8537	410-313-8539	410-465-3490		410-489-9348	
410-313-8036	410-313-8037	410-313-8574		410-465-3596		410-531-1025	
410-313-8042		410-313-8596		410-465-4358		410-531-1278	
410-313-8061		410-313-8601		410-465-4638		410-531-1295	
410-313-8066	410-313-8068	410-313-8705		410-465-5326		410-531-1384	
410-313-8091	410-313-8092	410-313-8711	410-313-8715	410-465-6540		410-531-1530	

7.04 Existing Number Continued

From	To	From	To	From	To	From	To
410-531-1864		410-712-4124		410-730-7273		410-799-5414	
410-531-1871		410-712-6050		410-730-7580		410-799-8201	
410-531-1897		410-712-6052		410-730-8043		410-872-0173	
410-531-2030		410-712-6960		410-740-0707		410-872-0290	
410-531-2050		410-712-6980		410-740-1364		410-872-0316	
410-531-2137		410-715-1954		410-740-1476		410-872-0756	
410-531-2473		410-715-3598		410-740-1645		410-880-5800	
410-531-2705		410-715-4505		410-740-2184		410-880-5830	410-880-5849
410-531-3408		410-715-4510		410-740-2429		410-880-5878	
410-531-4825		410-715-4546		410-740-2476		410-880-5890	410-880-5908
410-531-4863		410-715-4584		410-740-2981		410-880-5916	
410-531-5105		410-715-6520	410-715-6521	410-740-8034		410-880-5920	410-880-5939
410-531-5315		410-715-8982	410-715-8984	410-744-0259		410-880-5950	410-880-5969
410-531-6268		410-719-6187		410-750-0015		410-880-5988	410-880-5989
410-531-6787		410-730-0520		410-772-1065		410-880-5993	410-880-5994
410-531-6908		410-730-1262		410-772-1218		410-880-5996	410-880-5998
410-531-7031		410-730-1815		410-772-3230		410-880-8770	
410-531-7082		410-730-3275		410-772-5704		410-884-2915	
410-531-7085		410-730-3720		410-782-2004	410-782-2007	410-884-4202	
410-540-9056		410-730-3895		410-788-0394		410-884-7465	
410-540-9071		410-730-4012		410-796-2324		410-884-7904	
410-540-9124		410-730-4837		410-796-5794		410-884-9569	
410-712-0425		410-730-5248		410-796-5842		410-888-8800	410-888-8820
410-712-0647		410-730-6090		410-799-2926		410-888-8840	
410-712-0729		410-730-6387		410-799-5260		410-888-8848	410-888-8858

7.06 Existing Number Continued

From	To
410-888-8860	410-888-8873
410-888-8875	410-888-8879
410-888-8881	
410-888-8885	
410-888-8904	
410-888-8990	410-888-8991
410-888-9031	
410-888-9040	
410-888-9042	
410-888-9043	
410-964-4340	
410-964-5602	
410-992-5134	
410-992-7142	
410-997-1317	
410-997-3234	
410-997-6457	
443-535-0483	
443-535-8712	
443-535-8742	
800-850-7642	

SECTION V. SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT

1. Technical Proposal

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.

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.

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

2. Submittal Requirements. Proposals shall be submitted by tab number as instructed below. The Offeror agrees and shall comply with all provisions and specifications as stated in this RFP unless otherwise stated in the Exceptions section of this RFP. Any additional cost or factors to meet a specification or requirement must be noted in the Exceptions section. Failure to respond to these submittal requirements may result in the proposal being considered non-responsive.

2.1. Tab 1 – Proposal Overview

2.1.1. 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 should also be provided for HCPSS's use during the procurement process.

2.1.2. Company Profile/Demonstration of Prior Work. The Offeror shall demonstrate and certify that it possesses at a minimum five (5) years of experience providing the proposed UCaaS Solution and professional services as described in this document for K-12 institutions similar to HCPSS in scope and size. This includes providing details on company history, organization business structure number of employees, number of similar contracts and overall qualifications to provide the services requested.

2.1.3. Unique Qualifications. Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a solution to HCPSS.

2.1.4. Technical Summary. Provide technical summary of the proposed Solution, including details about any "improvements" over and above the base request (for example, redundancy, dedicated connections, survivability, service level guarantee, installation and support services, MS Teams and Google Meet integration, and no-cost features).

2.1.5. Five-Year Support. Provide letters from both the Manufacturer(s) and Offeror which guarantee the solutions will be supported for a minimum of five years from the installation cutover date.

2.1.6. 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.

2.2. Tab 2 Required Documents

2.2.1. *Attachment A RFP Signature Sheet.* Complete and sign the RFP Signature Sheet

2.2.2. *Attachment B Insurance Requirements.* Acknowledge compliance with HCPSS Insurance Requirements.

2.2.3. *Attachment C Client Data Sharing Agreement.* Complete and sign HCPSS Client Data Sharing Agreement.

2.2.4. *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.

2.2.5. *Attachment E Bid/Proposal Affidavit.* Complete and sign the Bid/Proposal Affidavit

2.2.6. *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.

2.2.7. *Attachment G Contractor Performance/Evaluation.* Acknowledge compliance with HCPSS Contractor Performance/Evaluation Scorecard

2.3. Tab 3 Attachment H Technical Overview. Complete the form and provide all information requested.

2.4. Tab 4 Attachment I Manufacturer /UCaaS Provider. Complete the forms and provide all information requested.

2.5. Tab 5 Attachment J Contractor, Process, Staff and Reference. Complete the form and provide all information requested.

2.6. Tab 6 Attachment K Exceptions and Clarification. All exceptions shall be clearly identified in the Exceptions Form. Written explanations shall 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.

2.7. Tab 7 Technical and Marketing Material. Include technical and marketing material as appropriated to provide additional clarification or information on proposed solution or services.

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 and recommend to the Purchasing Office the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to HCPSS. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in HCPSS's best interest and when permitted by law. The decision of the award(s) of the Contract will be made at the discretion of the Purchasing Office and will depend on the facts and circumstances of the procurement.
 - 1.2. Following the Purchasing Office's qualifying review and approval, the decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.
2. Shortlisting. A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal.
3. Oral Presentations/Discussion Sessions.
 - 3.1. 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 on form L Cost Work Sheet.

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.

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 for a total of (5) five years.

1.5. Requested Pricing

1.5.1. See Attachment L Cost Work Sheet. For the Cost Work Sheet in MS Excel format contact Ted Ludicke at ted_ludicke@hcpss.org.

2. Value Added Services: Offeror shall include any value-added optional services and/or products along with corresponding pricing.

3. Separate Submittals. Offeror's PRICE PROPOSAL on Attachment L: Cost Work Sheet and Bill of Material shall be submitted separate from the TECHNICAL PROPOSAL and clearly identified as PRICE PROPOSAL.

4. Best and Final Offers. Following the evaluation and/or Discussion Session, Best and Final Offers may be requested of selected Offerors.

5. Negotiations. HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.

6. Basis for Award. Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP.

Attachments and Forms (Check List)

		Offeror Recognizes/ Acknowledges Acceptance
Attachment A	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"/>
Attachment G	Contractor Performance/Evaluation Scorecard	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment H	Technology Overview	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment I	Manufacturer/UCaaS Provider	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment J	Contractor, Process, Staff and References	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment K	Exceptions and Clarifications	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attachment L	Cost Work Sheet	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

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

ATTACHMENT G

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: _____

Name of Project: _____ **Contract/Bid Number:** _____

Reviewed by: _____ **Department:** _____

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

Satisfaction with the contractor's performance:

**Highly
Dissatisfied**

**Highly
Satisfied**

- | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|----|-----|
| 1. Quality of Work. The contractor's ability to do the job right the first time. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 4. Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 5. Schedule Management. The contractor's ability to show up when scheduled and complete the work on time. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 6. Quality Control. The contractor's ability to identify problems and deficiencies before you do. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

7. Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work.	1 2 3 4 5 6 7 8 9 10 N/A
8. Submittal Management. The contractor's ability to provide submittals In a timely and efficient manner.	1 2 3 4 5 6 7 8 9 10 N/A
9. Training. The contractor's ability to provide employees well-trained in all aspects of their jobs.	1 2 3 4 5 6 7 8 9 10 N/A
10. Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1 2 3 4 5 6 7 8 9 10 N/A
11. Security. The contractor's ability to safeguard your facilities and assets.	1 2 3 4 5 6 7 8 9 10 N/A
12. Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1 2 3 4 5 6 7 8 9 10 N/A
13. Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1 2 3 4 5 6 7 8 9 10 N/A
14. Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1 2 3 4 5 6 7 8 9 10 N/A
16. Quality of Materials. The contractor's ability to use high quality parts and supplies.	1 2 3 4 5 6 7 8 9 10 N/A
17. Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1 2 3 4 5 6 7 8 9 10 N/A
18. Hazardous Materials. The contractor's ability to properly handle hazardous materials.	1 2 3 4 5 6 7 8 9 10 N/A
19. Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1 2 3 4 5 6 7 8 9 10 N/A
20. Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1 2 3 4 5 6 7 8 9 10 N/A
21. Cost Management. The reasonableness of the contractor's costs, especially for contract changes.	1 2 3 4 5 6 7 8 9 10 N/A
22. Billing. The contractor's ability to present correct and properly documented invoices.	1 2 3 4 5 6 7 8 9 10 N/A
23. Compliance. The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1 2 3 4 5 6 7 8 9 10 N/A

1 ATTACHMENT H: TECHNICAL OVERVIEW

A. UCaaS Architecture

1. Provide an overview and supporting literature describing the redundancy and failover configuration of the proposed hosted/cloud solution including the following.
 - a. Location of data centers
 - b. Network configuration
 - c. Who owns the network
 - d. Connectivity to nearest POP to the Owner
 - e. What happens when one of the following has a major failure?
 - i. Call Control Server
 - ii. Messaging Server
 - iii. UC Applications Server
 - iv. Catastrophic Data Center Failure
 - v. Cable Cut between Host data centers
 - vi. Cable Cut between Host and POP
 - vii. Cable Cut last mile
2. How is survivability supported?
3. Provide an overview of how the service would be delivered to the Owners premise to meet diverse entrance requirements including:
 - a. Type and size of circuits
 - b. Is the service delivered via copper or fiber?
 - c. Location of nearest point of presence
4. Network Diagram: Provide a diagram showing overall telephone network configuration including:
 - a. Data center location(s)
 - b. Call control and application server redundancy
 - c. Application servers
 - d. Gateways
5. Provide the quantity of network connections by location that are required to connect the Cloud/Hosted telephone system, remotes, and all peripheral equipment (excluding telephones) to the Owner's data network.

1.02 E911

- A. Provide an overview of the E911 solution including:
1. What types of local notification are supported?
 2. How many of each type of notification can be distributed when a E911 call is made?
 3. If and E911 call is dropped, how is an inbound call to the ELIN number that was presented to the PSAP routed?
 4. What is required from a database, records, networking and dial plan perspective to allow the ELIN to be automatically updated when a phone is moved from one jack location to another?
 5. Explain what happens when a user is at a remote site and connected via VPN (soft phone) dials 911.

1.03 Unified Messaging

- A. Provide an overview and product literature of the capabilities and features of the proposed Unified Messaging system including any enhancements.
- B. Where is the voice message stored?
- C. How are messages delivered to the email inbox?
1. What format is utilized?
 2. What is the size of 1-minute voice message?
 3. What level of synchronization is provided for the following:

		Message Status Synchronized Y or N					
		UM/MW	Desktop email client	Mobile email client	UC Desktop Client	UC Mobile Client	Visual VM client
Retrieval Method	TUI						
	Desktop email client						
	Mobile email client						
	UC Desktop Client						
	UC Mobile Client						
	Visual VM client						

1.04 Unified Communications

- A. The Owner utilizes MS Teams (Teams) and Google G Suite for Education and the Hangouts Meet (Meet) application to support several unified communication (UC) applications such as presence, instant messaging/chat, collaboration and video conferencing. Other than the limitations associated with voice calling and messaging externally, the both applications meets the District’s basic requirements.
- B. Provide an overview and product literature of the capabilities/limitations and features of the proposed solution. Also please include information on the solutions ability to provide voice integration with Teams or Meet.

- C. The Owner may have a need to communicate with parents and students via Short Message Service (SMS) or text messaging. Those who use text messaging have found that it is the most effective and efficient way to reach parents and individual or groups of students. Most are using free web applications or their personal cell phones.
 - 1. Does the proposed solution offer any options which will allow the Owner to communicate directly from an integrated telephone system Teams or Meet applications and a SMS/MMS services?
 - 2. Please provide details and associated cost to add this feature to the Basic and Admin user profiles.
- D. What desktop and mobile operating systems are supported with the proposed UC desktop and mobile/softphone application?
 - 1. Are the PC desktop applications browser or client based?

1.05 User Profile and Telephones

- A. Provide an overview/matrix of the standard user profile bundles available on the proposed solution and associated cost for each.
- B. Provide a list of all proposed telephones along with product literature for each phone that includes items such as:
 - 1. Picture
 - 2. Feature list
 - 3. Fixed button description
 - 4. Display resolution

1.06 ACD Features

- A. Provide an overview and supporting literature of the base ACD capabilities such as:
 - 1. Agent features
 - 2. Supervisor features
 - 3. Recorded announcements supported
 - 4. Basic reporting capabilities
- B. Call Accounting Reporting Capabilities
 - 1. Provide overview and supporting literature of the Call Accounting Reports including:
 - a. Database fields and bill back options supported
 - b. Costing options
 - c. Manual and automatic report generation
 - d. Malicious call trace

2 ATTACHMENT I: MANUFACTURER/UCAAS PROVIDER

2.01 Product Life Cycle Overview

A. Provide a detailed life cycle overview/matrix for all proposed software and hardware components including appliances, servers, gateways and telephones including the following:

1. Date originally released
2. Will you guarantee support for all components proposed for a minimum of?
 - a. Five Years _____ yes _____ no
 - b. Seven Years _____ yes _____ no
 - c. Ten Years _____ yes _____ no
3. Expected/planned end of sale date

2.02 Industry Ranking

A. Provide an overview and supporting third party literature of where the Manufacturer/UCaaS provider and their solutions/applications rank in key industry metrics such as.

1. Financial strength
2. Market share
3. New product offerings and research and development
4. Gartner UCaaS Magic Quadrant ranking.

3 ATTACHMENT J: CONTRACTOR, PROCESS STAFF AND REFERENCES

3.01 Schedule Timeline

- A. HCPSS anticipates that the project will start in January 2020 and will be completed in two phases. As stated in the RFP we have 18 locations that are in jeopardy of losing Centrex service after the first of the year. These locations will need to be completed as quickly as possible following contract signing with the remaining locations to be cutover in mid-August 2020. With this in mind please provide a schedule with projected timelines through completion for each phase assuming a January 2, 2020 start date.

3.02 Installation Methodology, Training Materials & Acceptance Testing

A. Installation Methodology

- 1. Provide a description of your company's approach for implementing projects of this size.
- 2. Provide an overview of your organizations general implementation process including:
 - a. Project management and overall project tracking
 - b. Database collection for all voice systems and applications
 - c. Equipment configuration and deployment
 - d. Application deployment
 - e. Training
 - f. Cutover

3.03 Training Materials

- A. Please provide a list of the training assets that will be available to the Owner such as:
 - 1. On-line system admin training
 - 2. On-line end user training for:
 - a. Telephones
 - b. Integrated Voice Messaging
 - c. UC
 - d. Mobility
 - 3. Courseware booklets and quick reference guides and videos.

3.04 Testing

- A. Provide a copy of your standard test plan for all proposed products and applications.
- B. Provide sample of your pre and post cut testing and verifications procedures and processes.

3.05 Owner Responsibilities

A. Provide a list of any items/resources that the Owner will be responsible for providing for all aspects of the project including:

1. Implementation
2. Warranty
3. Maintenance

3.06 Provide details of any other assumptions taken in preparing your response to the RFP.

3.07 Respondent and Subcontractor

A. Information about the Respondent

1. Company name
2. Legal name (if different)
3. Years in business _____
4. Number of years selling systems like the proposed solution _____
5. Contact Names
6. Primary
7. Secondary
8. Contact Phone Numbers
9. Primary
10. Secondary
11. Contact email addresses
12. Primary
13. Secondary
14. Full mailing address
15. Name and phone number of bonding company

16. Number of full-time employees _____
17. Number of technical/installation personnel who will be dedicated to the project

18. Names and titles of personnel who would be providing the training for the equipment in this project (attach listing of experience with similar projects)

19. Name of person who would be project manager for this project (attach listing of experience with similar projects)

20. Dunn and Bradstreet Number

21. Respondent: _____

22. Voice Manufacturer: _____

23. Other Manufacturer: _____

3.08 Qualification and Requirements

- A. The company submitting the proposal shall be the Prime Contractor. If more than (1) company is involved in the installation, training, and/or support after installation, the Prime Contractor assumes responsibility for all other companies involved.
- B. The response shall include a statement from all involved company's agreeing that the configuration shall work as specified and that all companies shall work under the Prime Contractor to resolve any configuration or interoperability problems during the installation process at no additional cost to the Owner. Write statement below.

3.09 Experience and Existing Customers

- A. How many similar systems has the Respondent sold/installed?
 - 1. In the area: _____
 - 2. Statewide: _____
 - 3. Nationwide: _____
 - 4. K-12 Clients _____

3.10 References

- A. All Respondents must provide a minimum of three references using the reference format provided below. The references should be similar in scope and size to the Owner's project and demonstrate the following:
 - 1. At minimum, one of the three references should be deployed in a multi-site environment.
 - 2. References should demonstrate that the Respondent has extensive knowledge of all equipment proposed and has at least (5) years of experience with the same system(s) in the same environment.
 - 3. Work performed for K-12 public school systems of similar size and scope is preferred and will be scored higher.

B. Reference 1:

1. Organization Name
2. Address
3. Type of Business
4. Contact Person
5. Telephone Number
6. Email Address
7. Dates of Installation
8. Description of System
9. Number of UCaaS Users /Phones Supported
10. Number of Locations

C. Reference 2:

1. Organization Name
2. Address
3. Type of Business
4. Contact Person
5. Telephone Number
6. Email Address
7. Dates of Installation
8. Description of System
9. Number of UCaaS Users /Phones Supported
10. Number of Locations

D. Reference 3:

1. Organization Name
2. Address
3. Type of Business
4. Contact Person
5. Telephone Number
6. Email Address
7. Dates of Installation
8. Description of System
9. Number of UCaaS Users /Phones Supported

10. Number of Locations

- E. Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled "Subcontractors/Partners," if necessary.

Business Name	Years Exp.	Function
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3.11 Telephones Service after Installation

- A. How many service personnel trained in maintaining the proposed systems does Respondent employ in the Owner's area? Please indicate location closest to the Owner.

- 1. Trained Service Personnel: _____
- 2. Location: _____

- B. Provide the address of Respondent's service center(s) closest to the Owner:

- 1. Company _____
- 2. Address _____
- 3. Telephone Number _____

- C. What is your guaranteed remote response time for an emergency?

- D. What is your guaranteed on-site response time for an emergency?

- E. Provide an overview of the UCaaS providers Network Operation Center including:

- 1. Locations and hours of operation
- 2. Staffing
- 3. How end user routers and gateways monitored?
 - a. During normal business hours?
 - b. After hours and holidays?
- 4. What happens when an alarm is reported:
 - c. During normal business hours?
 - d. After hours and holidays?

3.12 Project and Maintenance Team

- A. Provide names, titles, resumes, and training certificates of the installation project team members who you anticipated could be assigned to this project. Provide the names of three (3) clients in which the proposed project team member held a similar position.

- B. Provide names, job titles, and training certificates of service personnel who you anticipate could be assigned to the Owners project after installation.

4 ATTACHMENT K: EXCEPTIONS AND CLARIFICATIONS SECTION

- 4.01 All exceptions and clarifications to the RFP are to be provided in this section of your technical proposal.
- 4.02 Provide the paragraph number(s) for all items that you take exception with and provide an explanation/reason for the exception.

* Contact ted_ludicke@hcpss.org
for Attachment L in Excel format

ATTACHMENT L Cost Work Sheet

**UCaaS Cloud-Based Telephone Solution
RFP NO. 012.20.B5**

Company Name:					
For all items requested in this section, the Respondent shall include, the cost to provide all hardware, software, equipment, shipping labor, and travel expense to provide, install, configure, and cutover or make operational a fully functioning turnkey system. The pricing will be based on the requirements provided in the RFP and this table.					
MRC = Monthly Recurring Cost Including all Fees and Surcharges					
ARC = Annual Recurring Cost Including Fees and Surcharges					
NRC = Non-Recurring One Time Cost					
UCaaS Solution Cost with Upfront Professional Services Labor Cost and Purchased Phones					
Non-Recurring One Time Cost	NRC				
Professional Services Labor	\$0.00				
(7299) Basic Phone (including 1 year warranty)	\$0.00				
(2984) Admin Phone (including 1 year warranty)	\$0.00				
(21) ACD Phone (including 1 year warranty)	\$0.00				
(20) Conference Phone	\$0.00				
Total NRC	\$0.00				
Monthly Recurring Cost Including all Fees and Surcharges	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
(7299) Basic User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2984) Admin User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(21) ACD User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(20) Conference Phone User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(100) Auto Attendants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(10) Unified Communication Users	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(10) Mobile/Softphone Users	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(201) Fax FXS Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(83) FXO for Paging Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(164) FXO for COT Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Dedicated MPLS/Internet Circuits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total MRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Five Year Cost	\$0.00				

UCaaS Solution Cost with Upfront Professional Service Labor Cost and Rented Phones					
Non-Recurring Cost	NRC				
Professional Services Labor	\$0.00				
Total NRC	\$0.00				
Monthly Recurring Cost Including all Fees and Surcharges	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
(7299) Basic Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2984) Admin Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(21) ACD Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(20) Conference Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(7299) Basic User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2984) Admin User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(21) ACD User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(20) Conference Phone User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(100) Auto Attendants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(10) Unified Communication Users	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(10) Mobile/Softphone Users	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(201) Fax FXS Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(83) FXO for Paging Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(164) FXO for COT Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Dedicated MPLS/Internet Circuits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total MRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Five Year Cost	\$0.00				

UCaaS Solution Cost with No Upfront Professional Service Labor Cost and Rented Phone					
Monthly Recurring Cost Including all Fees and Surcharges	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
Professional Services Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(7299) Basic Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2984) Admin Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(21) ACD Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(20) Conference Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(7299) Basic User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2984) Admin User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(21) ACD User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(20) Conference Phone User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

(100) Auto Attendants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(10) Unified Communication Users	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(10) Mobile/Softphone Users	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(201) Fax FXS Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(83) FXO for Paging Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(164) FXO for COT Hardware and Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Dedicated MPLS/Internet Circuits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Monthly Recurring Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Five Year Cost	\$0.00				
Optional Service					
Option 1 Unified Communication Feature: Provide MRC to add Unified Communications features for the following user profiles.	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
Basic User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACD User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 2 Mobile/Softphone: Provide MRC to add Mobile/Softphone features for the following user profiles	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
Mobile/Softphone User with No Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Basic User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACD User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 3 Add IVM to Basic User Profile: Provide MRC to add Integrated Voice Messaging to Basic User Profile	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
Basic User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 4 Voice to Text: Provide MRC to add Voice to Text feature to Integrated Voice Messaging for the following user profiles	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
Mobile/Softphone User with No Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Basic User Profile with IVM previously enabled	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACD User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 4 Extended Warranty for Telephones Provide MRC to add Voice to Text feature to Integrated Voice Messaging for the following user profiles	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
Mobile/Softphone User with No Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Basic User Profile with IVM previously enabled	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACD User Profile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Option 5 System Management and User Help Desk: MRC to provide System Management and User Help Desk	MRC Year 1	MRC Year 2	MRC Year 3	MRC Year 4	MRC Year 5
Monthly Help Desk Request					
Up to 20 Changes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Up to 50 Changes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Up to 00 Changes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Help Desk Request					
Up to 50 Calls	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Up to 00 Calls	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Up to 150 Calls	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 6 Extended Warranty for Telephones: Provide ARC to extend warrant coverage of the telephones for and additional year	ARC Year 1	ARC Year 2	ARC Year 3	ARC Year 4	ARC Year 5
All Basic Telephones	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
All Admin/ACD Telephones	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
All Conference Telephones	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Add and Delete Schedule

Part Number & Description	Pre-sale	Pre-Cut	Post-Cut
Purchased Non-Recurring Cost	NRC	NRC	NRC
(1) Basic User Phone	\$0.00	\$0.00	\$0.00
(1) Admin User Phone	\$0.00	\$0.00	\$0.00
(1) ACD User Phone	\$0.00	\$0.00	\$0.00
(1) Conference Phone	\$0.00	\$0.00	\$0.00
Monthly Recurring Cost/Credit to add or subtract service from contract	MRC	MRC	MRC
(1) Rented Basic Phone	\$0.00	\$0.00	\$0.00
(1) Rented Admin Phone	\$0.00	\$0.00	\$0.00
(1) Rented ACD Phone	\$0.00	\$0.00	\$0.00
(1) Rented Conference Phone	\$0.00	\$0.00	\$0.00
(1) Rented Add-On Module	\$0.00	\$0.00	\$0.00
(1) Basic User Profile	\$0.00	\$0.00	\$0.00
(1) Admin User Profile	\$0.00	\$0.00	\$0.00
(1) ACD Profile	\$0.00	\$0.00	\$0.00
(1) Conference Phone Profile	\$0.00	\$0.00	\$0.00
(1) ACD Group	\$0.00	\$0.00	\$0.00
(1) Linear Hunt Group	\$0.00	\$0.00	\$0.00
(1) FXS/Fax ATA and Profile	\$0.00	\$0.00	\$0.00
(1) FXO Paging ATA and Service	\$0.00	\$0.00	\$0.00
(1) FXO COT ATA and Service	\$0.00	\$0.00	\$0.00