



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

REQUEST FOR PROPOSALS

PHOTOGRAPY SERVICES
BID #026.20.B2

To All Interested Firms:

The Howard County Public School System requests your proposal to provide student photography services as outlined in this Request for Proposals (RFP) #026.20.B2 for the schools and community of the Department of Education of Howard County, MD.

Bid documents may be obtained on **Tuesday, October 29, 2019** at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042 or online at <https://purchasing.hcpss.org/business-opportunities>

The Purchasing Office's contact for this project is CeCe Clement, ccllement@hcpss.org, (410) 313-6724.

Responses shall be submitted as outlined in the RFP marked "**Photography Services**", "**026.20.B2**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **Monday, December 2, 2019 at 10:00 A.M.** Late proposals will not be accepted. It is the offeror's responsibility to insure that proposals are delivered to the Purchasing Office prior to the scheduled closing time.

A pre-submission conference will be held **November 13, 2019 at 12:30 p.m.** at the Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042. The conference will be held in the Challenger trailer, located next to the Purchasing Office trailer, which faces the HCPSS main building side parking lot. Howard County Public School System staff will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged. In order to assure adequate space, Offerors interested in attending the pre-submission conference should advise the Purchasing Office of the number of persons who will represent their firm no less than 48 hours prior to the conference.

The Board reserves the right to waive any informalities in, or to reject any or all bids.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached PROPOSAL REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

CeCe Clement

CeCe Clement, CPPO, CPPB
Purchasing Manager

Photography Services

Request for Proposal

No. 026.20.B2

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

ISSUE DATE: October 29, 2019

PRE-SUBMISSION DATE: November 13, 2019

PRE-RFP TIME: 12:30 p.m. – Challenger Trailer (next to Purchasing Office)

PRE-RFP LOCATION: Howard County Public School System (see address above)

RFP DUE DATE: December 2, 2019

RFP DUE TIME: 10:00 AM

BUYER: CeCe Clement
Phone: 410-313-6724
Fax: 410-313-6789
Email: ccllement@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

PHOTOGRAPHY SERVICES

RFP #026.20.B2

I. INSTRUCTIONS

A. RFP PREPARATION

1. One (1) complete set of the Request for Proposal (RFP), consisting of: Instructions; Terms and Conditions; Procurement Specifications; RFP Signature Sheet; No RFP Reply Form; General Provisions- Attachment A; Insurance – Attachment B; Confidential Information – Attachment C; Data Security & Privacy – Attachment D; Family Education Rights and Privacy Act (“FERPA”) – Attachment E; Sex offender Requirement – Attachment F; and any plans or drawings made part of the RFP; and any addenda.
2. The RFP Response Price Sheets, the RFP Signature Sheet or the No RFP Reply Form must be returned: (1) with all questions answered; (2) without alteration; (3) with all documents properly signed; (4) with all documents enclosed in a sealed envelope; (5) provided to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of the RFP. Telephone, facsimile, telegraphic, and/or electronic RFP responses will not be accepted as the original RFP response. An electronic copy of the original hardcopy RFP response is requested by HCPSS. It is the Bidder's responsibility to ensure that their RFP is delivered to the proper place prior to the scheduled opening time.
3. The remaining documents consisting of all pages of the RFP, the Terms and Conditions, any plans, drawings or extraneous matter, are to be retained by the Bidder and will form part of the contract resulting from this solicitation.
4. It is the Bidder's responsibility to examine and understand all parts of the RFP including all parts of the Bidding documents, any addenda, drawings, or reference matter.

B. OBJECTIVES

1. The objective of this RFP is to establish contracts with qualified, professional photography studios to provide the services to the schools of the Howard County Public School System (herein referred to as “HCPSS” or “the school system”).

C. CONTRACT PERIOD

1. All contract terms shall begin upon award by the Board of Education.
2. The contract term may be extended for an additional five (5) one-year terms subject to satisfactory funding and performance.

D. CONTRACT DOCUMENTS

1. Contract Documents consist of the Terms and Conditions of the RFP Proposal, the Procurement Specifications, RFP Response Sheet, the RFP Signature Sheet, Attachment A - General Provisions, Attachment B – Insurance, Attachment C – Confidential Information, Attachment D – Data Security & Privacy, Attachment E – Family Educational Rights & Privacy Act “FERPA”, Attachment F – Sex Offender Requirement, and any applicable drawings and addenda issued.
2. All of these materials will be included in the Contract which The Board of Education awards as a result of this solicitation and will be among the Contract documents. The Bidder, by submitting its RFP, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

E. ISSUING OFFICE

1. The Issuing Office is:

Howard County Public School System
Purchasing Office Attn: CeCe Clement
10910 Clarksville Pike, Ellicott City, Maryland 21042
cclement@hcpss.org, phone: (410) 313-6724, fax: (410) 313-6789 fax

2. The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the RFP Price.

F. PRE-SUBMISSION MEETING

1. A pre-submission conference will be held on the date and time specified on the cover page of the Invitation for Bid. The meeting will be held at HCPSS, 10910 Clarksville Pike, Ellicott City, MD 21042. HCPSS staff will be available to answer questions on the scope of the work to assist Bidders in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged.
2. Items affecting the scope of work or conditions of the Bid shall be the subject of the Addenda.

G. QUESTIONS AND INQUIRIES

1. Any questions and inquiries from Bidders regarding the meaning or interpretation of the RFP, or any part thereof, must be submitted in writing (written emails from the Bidder's office are acceptable) to CeCe Clement (cclement@hcpss.org) at the Purchasing Office of The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042.

H. DUE DATE AND TIME

1. RFP responses must arrive at the Purchasing Office by the time and date specified on the cover of this document in order to be considered. The envelope shall have the Bidder's name, the RFP name and the RFP number **PROMINENTLY** displayed, together with the words "**RFP**".

I. LATE RFP RESPONSES CANNOT BE ACCEPTED.

1. RFP responses shall be delivered to the Purchasing Office, Department of Education of Howard County, 10910 Clarksville Pike, Ellicott City, Maryland 21042. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. RFPs delivered to the HCPSS central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting from a delay on the part of a mail or delivery carrier.

J. BOND

1. Not applicable for this solicitation.

K. WITHDRAWAL OF RFP RESPONSES

1. RFPs may be withdrawn by written, facsimile, telegraphed, or email notice if received by the HCPSS Purchasing Office prior to the date and time specified for the return of the RFP. Telephone calls, for the purpose of withdrawing a RFP will not be accepted.
2. RFP responses cannot be withdrawn after the published closing time for receipt of the RFP Responses.

L. ERRORS IN RFPS

1. Failure of the Bidder to thoroughly understand all aspects of the issued RFP, will not act as an excuse to permit withdrawal of their RFP Response nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors of omission on the part of the Bidders.

M. SAMPLES

1. When requested, samples shall be delivered to the HCPSS prior to the scheduled RFP response opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of Bidder, date of RFP opening, RFP number, and item number. In the event the Purchasing Office requests a sample after the RFP response opening, the sample shall be delivered within ten (10) days of request for award consideration. Delivery shall be to: HCPSS Purchasing Office.
2. In the event a sample is consumed or destroyed in the evaluation process, HCPSS shall be held harmless and not liable for any cost of sample(s).
3. Samples from the awarded Bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

N. ETHICS REGULATIONS

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

O. SIGNATURE TO RFP RESPONSE

1. The section titled "RFP SIGNATURE SHEET" shall be completed to provide all the information requested and signed by the person or persons legally authorized to sign contracts.

P. TAXES

1. The Howard County Public School System is Maryland Sales Tax exempt. Except for Maryland Sales Tax, all prices quoted shall be firm and include any additional fees and charges for the term of the contract.

Q. BIDDER QUALIFICATION

1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are replying to the RFP, and in both cases maintain a regularly established place of business. An authorized representative of HCPSS may visit any prospective Bidder's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
2. Bidders must be licensed to do business in the State of Maryland.
3. HCPSS reserves the right to require that the Bidder demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work.

R. BASIS FOR AWARDING RFPS

1. Contract award will be made by the Board of Education based on the evaluation criteria listed in Table 1- HCPSS Evaluation Criteria.
2. HCPSS hereby reserves the right to select the particular response to this RFP, which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth in this document.
3. HCPSS hereby reserves the right to make an award of the RFP for all items, or any parts, thereof, to one or more Bidders, as set forth in detail under the information furnished in this document. HCPSS further reserves the right to consider information other than price when evaluating RFP responses.
4. In the event of a tie where all factors are equal, award shall be made to the Howard County Bidder, the out of County Bidder but incorporated in Maryland, and the Bidder not incorporated in Maryland, in that order of preference. If Bidders within one of these

geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.

5. The Board of Education of Howard County reserves the right to reject any or all RFP responses, to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any RFP which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of HCPSS.
6. The following evaluation criteria in Table 1 will be used by HCPSS to evaluate all Bidder responses to this RFP.

Table 1 – HCPSS Evaluation Criteria

The evaluation criteria set forth below is how each Bidder's proposal will be evaluated and award made for this RFP. HCPSS reserves the right to evaluate, at its sole discretion, the extent to which each proposal meets these criteria in comparison to other Bidder proposals.

HCPSS reserves the right to require presentations and/or demonstrations for clarification purposes. Criteria will consider clarity of answers to questions asked by HCPSS, explanation of the methodology and generally pertinent information revealed which distinguishes a Bidder's proposal from the other Bidder proposals. HCPSS may at its sole option, elect not to request discussions without presentations by Bidders.

Price (50% of weight)	Score	Weight	Weighted Score
Lowest cost to students/parents	0-10	20%	0
Commissioning structure	0-10	10%	0
Signing Bonus	0-10	10%	0
Photographic Packaging sampling Wallet 5 x 7 8 x 10, etc. Special features such as panoramic, 3D, etc. Range of complimentary school offered packages and sitting options	0-10	10%	0
Subtotal-----		50%	0
Service Requirements (50% of weight)			
Variety of Packages – range and depth of package offerings such as memory/yearbook portraits, school sponsored athletics and events.	0-10	10%	0
Capability to offer various media formats such as cloud access, DVD, and other digital formats.	0-10	5%	0
Ability to interface with various yearbook and other publishers of memory album firms.	0-10	10%	0
Ability to comply with student security and confidentiality requirements.	0-10	10%	0
Online ordering and access capabilities.		5%	
School contract – compliance with Board requirements and/or limited exceptions.	0-10	5%	0
Parent contract – degree of simplicity and restrictions or limitations.	0-10	5%	0
Subtotal-----		50%	
Total-----		100%	

Score = ranges from 0 if Bidder response did not meet criteria to 10 if Bidder response completely met criteria

Weight = ranges from 0% for least overall importance to 100% for most overall importance.

Weighted Score = score times weight to take into account Bidder meeting criteria and importance of criteria used for final Bidder proposal selection.

Y. PRICE ADJUSTMENTS

1. The Howard County Public School System will consider adjustments based on reasonable requests, Consumer Price Index indicators and other documented or justified adjustments.

Z. QUANTITIES

1. The school system makes no guarantee that any or all of the photography work will be assigned to the selected Bidder.

AA. CLARIFICATIONS AND ADDENDA

1. Should a Bidder find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, no later than seven (7) days (Saturdays, Sundays and holidays excluded) prior to the RFP due date, request clarification in writing (written emails from the Bidder's office are acceptable) from the HCPSS Issuing Office, who will issue a written Addendum to the RFP. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the RFP documents by HCPSS. Requests shall include the RFP number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the HCPSS Purchasing website, <https://purchasing.hcpss.org/business-opportunities>, no later than two days prior to the RFP due date. It is the Bidder's responsibility to check this site frequently for posted addenda. The Bidder shall acknowledge the receipt of all addenda on the Form of RFP.

CC. RESOLUTION OF DISPUTES

1. RFP rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the Instructions to Bidders, Terms and Conditions, and Technical Specifications.
2. After RFP opening and RFP review, but prior to RFP award, if a Bidder's entire RFP response is declared to be non-responsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the Purchasing Office within two days after notification.
4. 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.
5. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn.: Purchasing Office, labeled "Protest". The written protest shall include as a minimum the following:
 - a) Name and address of the protester
 - b) Appropriate identification of the RFP
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims
 - d) Suggested remedies.

DD. MULTI-AGENCY PARTICIPATION

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 RFP requirements incorporated in this contract will be supplied to requesting agencies.

2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(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 must be resolved solely between the participating agency and the Award Bidder(s).

EE. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through Visa credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa capability should contact the Purchasing Office.

FF. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. It is the goal of The Howard County Public School System that Maryland Department of Transportation certified minority business enterprise firms participate in a minimum of twenty-five percent (25%) of the total dollar value of this procurement.

II. TERMS AND CONDITIONS

A. TERMINATION FOR DEFAULT

1. When the awarded Bidder has not performed, has unsatisfactorily performed the contract, or if there is a discrepancy in the amount invoiced, payment may be withheld at the discretion of The Howard County Public School System. Failure on the part of the Bidder to fulfill contractual obligations shall be considered just cause for termination of the contract and the Bidder is not entitled to recover any costs incurred by the awarded Bidder up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System procure services from other sources. The awarded Bidder found in default will be held responsible for all costs incurred.

B. TERMINATION FOR CONVENIENCE

1. HCPSS may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the awarded Bidder. HCPSS shall pay all reasonable costs associated with termination of the contract. However, the awarded Bidder shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

D. BILLING AND PAYMENT

1. The awarded Bidder shall submit invoices to the individual schools placing orders for services.
2. The awarded Bidder understands and acknowledges that other than specifically requested/ordered services and/or complimentary services, all payments and collections are between the parents/PTA or other groups and the bidder. HCPSS shall not be held liable or responsible for any orders placed by any groups outside of the HCPSS.

E. INSURANCE

1. See ATTACHMENT B, INSURANCE REQUIREMENTS.

F. ASSIGNMENTS

1. The awarded Bidder may not assign or transfer this contract, any interest herein or any

claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the HCPSS, an assignment does not release the awarded Bidder from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

G. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Howard County Public School System 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.
2. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

H. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded Bidder who will be performing work on any phase of the contract arising out of this RFP may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must 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 Bidder be barred from school system property.

I. IDENTIFICATION

1. All Bidder personnel, working in or around buildings designated under this contract, at all times shall wear and display a visible photo-ID card with them while on the school system's premises. The Bidder shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Bidder must be identified in accordance with State and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

III. SPECIFICATIONS

A. GENERAL SPECIFICATION REQUIREMENTS

1. Contractor(s) agrees to provide a sufficient number of personnel who are suitably qualified and experienced and who are in all respects acceptable to HCPSS to perform the required services.
2. The Contractor represents that it has carefully screened its employees and subcontractors. The Contractor guarantees that all employees and subcontractors (if any) assigned to work at HCPSS locations will conduct themselves in a responsible courteous and professional manner. HCPSS, in its sole and absolute discretion, shall have the right to direct the Contractor to remove any of its personnel (including subcontractors) from the schools for any reason.
3. Contractor shall provide experienced representative(s) to work with school personnel and to answer questions regarding school photography production or financial matters.
4. Contractor's representative shall meet in-school with each principal or designee prior to photo sessions to agree upon specific dates and to resolve any logistical or contractual issues.
5. Contractor shall work with each principal or designee to schedule all pictures to allow the least amount of interruption to classroom activities.

6. Contractor must be able to schedule in-school consultation whenever deemed necessary by the school.
7. All photos shall be shot with state-of-the art professional quality photographic equipment.
8. All portraits shall be photographed by highly trained professional photographers who have the desire to present the student with an outstanding portrait.
9. Contractor shall provide sufficient number of cameras to allow completion of photographs within the time period deemed acceptable by each principal. Contractor should indicate in their proposals the number of cameras they will assign per student membership (for example, 1 camera per 250 students).
10. The quality of all photos shall be superior, shall meet all yearbook publication requirements (uniform sizing/cropping, pose, head size, background color and/or attire) and must be deemed satisfactory to students, parents and publication staff and/or advisors. Contractor will provide an unconditional, money-back guarantee of all work to the school and to parents who order student portrait packages. Refunds will be provided within 30 days.
11. Students and/or parents are under no obligation to purchase portrait packages. All students shall be photographed for yearbook publication purposes at no charge to the school, students or parents. This information must be stated on all applicable materials sent to students and parents.
12. Contractor shall provide a local or toll free telephone number and office hours for school and parent use.
13. Contractor shall provide a minimum of two (2) compact disks (CD) to each school with all student and faculty pictures contained therein. Pictures shall be saved as 9 digit student identification number in jpg format. Sizes should be between 20 – 50 KB each. The format for any student information provided will be in Microsoft Excel.
14. Contractor shall provide initial and reminder fliers, order forms and posters for "Picture Day" in a timely manner. These fliers and posters will include price information and the Contractor's name and telephone number.
15. Contractor shall pay commissions to schools within thirty (30) days of receipt of payment by parents. At the time the payment is made to the school, the firm shall provide a full and complete accounting to the school to substantiate how the commission was derived. Bonus payments will be made within 30 days after contract execution by the school.
16. Principals shall have the authority to negotiate changes in the specific services to be received by their schools as long as the changes do not result in increases in either pricing or commissions. All such changes, however, must be defined in writing and signed by the Contractor and the principal.
17. Under no circumstances may a Contractor release, disclose, sell, or otherwise use student names, addresses, age, grade, teacher, school, e-mail, phone number, image/photograph, source IP address, or cookies. Contractor may only use this information for purposes required under this contract. Failure to comply with this requirement shall be considered contract default and may be cause for contract termination and/or legal action.
18. All prices shall be F.O.B. Destination and shall include all charges incurred in fulfilling the terms of this contract.
19. Unless otherwise noted in this RFP, Contractor may **not** charge, or threaten to charge, fees for retaking pictures regardless of the reason for the retake. Imposing, or threatening to impose such retaking charges shall be considered contract default and may be cause for contract termination.
20. The Contractor shall replace all defective products without cost to the school, including shipping costs.
21. Awarded Contractors shall provide an annual usage report of services provided and the commissions paid during each school year (August – June) identified by school location. A copy of

the report must be submitted to the Purchasing Office no later than July 30th of each year.

B. ELEMENTARY SCHOOL REQUIREMENTS

1. Elementary Fall Portraits

- a. Contractor shall take individual color photographs of all students. All students must be photographed for school purposes, regardless of purchase.
- b. Individual color photos shall be taken in September or October. The specific date must be approved by each principal.
- c. Contractor must offer the pre-paid packages defined in the Portrait Package pricing included with this RFP. Other photographic options and packages may be negotiated with individual principals so long as the packages defined in this RFP are offered as available options.
- d. The initial photo session must be followed within forty-five (45) days with a make-up date for absent students, and for lost, unacceptable or damaged negatives or pictures. The specific make-up day must be approved by each principal. There will be no charge, or threat of charge for retakes.
- e. Contractor shall identify for school use the students photographed during the initial and retake sessions and label packages with student names.
- f. Pictures and retakes must be delivered within thirty (30) days of the photo date.
- g. Contractor must specify the type of equipment, photographic paper and supplies to be used.
- h. Contractor shall provide each school with six (6) 1.5" x 1.5" adhesive backed, labeled, individual photos of students and faculty at no charge, regardless of purchase. These photos must be on one strip for ease of placement on folders, rolodexes, etc.

2. Elementary Spring Portraits

- a. Contractor shall incorporate class group pictures with optional individual pictures. In addition, a staff group photo will be taken.
- b. Class color photos shall be taken in March or April with a student individual photo session. The specific date must be approved by each principal.
- c. Class and staff group photos shall be taken by Contractor on a "pre-paid" or "speculation orders" basis at the discretion of each principal.
- d. Class photos shall include the name of the school, teacher, the school year date (for example, 2013-14), and the names of those photographed in order of appearance.
- e. A book of all group photos shall be provided to each school at no charge.
- f. Spring photos shall be delivered by May 1 of each year unless otherwise approved by the principal.

3. Faculty Portraits

- a. Contractor shall schedule faculty portraits on a day approved by the principal.
- b. The initial photo session shall be followed by a make-up day(s) designated by the principal for lost, unacceptable or damaged negatives or for faculty not photographed during the regular shoot. The make-up day(s) will be scheduled within thirty (30) days of the initial shoot. There will be no charge for retakes if the pictures are unacceptable or the negative is damaged. The specific make-up dates must be approved in advance by the principal.

- c. Contractor shall provide the school with one (1) 3" x 5" black and white finished, glossy print for school use.
- d. Contractor shall provide within 10 days an alphabetical listing of photographed faculty.
- e. Contractor shall photograph every faculty member for the yearbook, at no charge, whether or not they are purchasing pictures.
- f. Contractor must offer faculty members the pre-paid picture packages.

4. Yearbooks and/or Memory Books

- a. School principals shall have the sole decision to select the Contractor of their choice each school year for yearbook services.
- b. The Contractor shall provide experienced representatives who will work on a regular basis with school yearbook staff and/or volunteers to provide training sessions and to answer any questions regarding production or financial matters pertaining to the services required.
- c. Contractor must be available to schedule in school yearbook consultation whenever deemed necessary by a school principal.

C. SECONDARY SCHOOL REQUIREMENTS

1. Middle School Fall Portraits

- a. Contractor shall take individual color photographs of all students. All students must be photographed for school purposes, regardless of purchase.
- b. Individual color photos shall be taken in September or October. The specific date must be approved by each principal.
- c. Contractor must offer optional retouching at the parents/students' request. Contractor must delineate retouching charges on the Portrait Packages they submit with their proposals.
- d. Name of Contractors' development laboratory must be provided.
- e. Contractor shall provide a minimum of two (2) cameras for the initial photo session.
- f. Contractor shall provide at least three (3) candid photo days and one (1) night activity to obtain club pictures, school events, color pictures for yearbook, etc. These days must be scheduled in advance with the principal.
- g. Contractor must offer pre-paid packages defined in the Portrait Package pricing included with their RFP response. Other photographic options and packages may be negotiated with individual principals so long as the packages defined in this RFP are offered as available options.
- h. The initial photo session must be followed within forty-five (45) days with a make-up date for absent students, and for lost, unacceptable or damaged negatives or pictures. The specific make-up day must be approved by each principal. There will be no charge, or threat of charge for retakes.
- i. Contractor shall provide at no charge 2" x 3" black and white glossies, color and/or electronic photos (to be specified by principal) of all students and staff to the yearbook advisor in alphabetical order by grade.
- j. Contractor shall provide the yearbook advisor and school administration a typed list in alphabetical order by grade all students photographed within three (3) weeks of picture day.
- k. Contractor shall identify for school use the students photographed during the initial and retake sessions and label packages with student names and/or student ID numbers.

- l. Pictures and retakes must be delivered within thirty (30) days of the photo date.
- m. Contractor must specify the type of equipment, photographic paper and supplies to be used.
- n. Contractor must provide as soon as possible after picture day one (1) four color ID card for every student in alphabetical order.

2. Middle School Spring Portraits

- a. Contractor shall incorporate class group pictures with individual pictures. In addition, a staff group photo will be taken.
- b. Class color photos shall be taken in April or May with a student individual photo session. The specific date must be approved by each principal.
- c. Class and staff group photos can be on a pre-paid or speculation basis as determined by the principal.
- d. Contractors must sign and submit Portrait Packages and prices as a part of their proposals.
- e. Class photos shall include the name of the school, teacher, the school year date (for example, 2020-21).
- f. A book of all group photos shall be provided to each school at no charge.
- g. Spring photos shall be delivered by May 1 of each year unless otherwise approved by the principal.

3. High School – Underclass Portraits

- a. Contractor must offer optional retouching at the parents'/students' request. Contractors must delineate retouching charges on the Portrait Package Prices submitted with their proposal.
- b. The initial photo session shall be followed by a make-up day(s) designated by the yearbook advisor for absent students, lost, unacceptable or damaged negatives. This make up day(s) will be within 30 days of the initial shoot. There will be no charge, or threat of charge, for retakes if the pictures are unacceptable or the negative is damaged. The specific make-up dates(s) must be approved by the yearbook advisor. Contractor shall mail all finished portraits directly to students within three (3) weeks of the initial make up shoots.
- c. Contractor shall provide the school with two black and white finished, glossy prints, color prints and/or digital photos (to be specified by yearbook advisor) of each student and faculty member for the yearbook. Finished glossies (one set may be rolled) should be alphabetized and delivered to the school. Alphabetical sort and date of delivery shall be determined by the yearbook advisor.
- d. Contractor shall photograph every student for the yearbook, at no charge, whether or not they are purchasing pictures.
- e. Contractor must offer pre-paid packages defined in the Portrait Package pricing included with this RFP. Other photographic options and packages may be negotiated with individual principals so long as the packages defined in this RFP are offered as available options. Contractors must provide promotional materials and prepaid portrait package brochures to the yearbook advisor for distribution at least two (2) weeks prior to the scheduled shoot date(s).
- f. Contractor must label and identify individual photographs as directed by the yearbook advisor.
- g. Contractor must provide within ten (10) days an alphabetical typed listing of all photographed students sorted as directed by the yearbook advisor.
- h. Contractor must provide as soon as possible after picture day one (1) four color ID card.

4. High School – Senior Class Portraits

- a. Contractor shall provide students with a minimum of eight (8) proofs from which to make a selection. Contractor shall photograph all seniors for the yearbook providing students with an expanded sitting option that allows a variety of backgrounds and pose options. **Contractor shall include one standard sitting (pose and attire to be specified by yearbook advisor) for the yearbook at no charge. Contractor shall provide tuxedos, drapes, caps and gowns at no charge.**
- b. Contractor must submit photographic packages and prices as a part of their proposals. The Pricing Packages submitted in response to this RFP must be offered to parents/students. HCPSS Data Processing Department will provide the Contractor with a mailing list of all seniors to be photographed for the yearbook, Microsoft Excel format. Contractor must schedule appointments and mail notification cards to each senior at least three weeks prior to shoot date specified by the yearbook advisor.
- c. Contractor shall provide the school with two (2) sets (color or black and white at each school's discretion) finished, glossy prints for the yearbook. Print size, pose, background color, head size and/or attire will be specified by each school. These photographs will be placed in individual envelopes with an alphabetical listing of the seniors photographed, as well as a listing of missing glossies. On or before the date designated by the yearbook advisor, glossies will be delivered to the yearbook advisor so that all publication deadlines are satisfactorily met.
- d. Contractor shall mail senior proofs by first class mail, postage prepaid, at the Contractor's expense, within ten (10) days after the date of the photo session.
- e. Contractor shall mail all finished portraits by first class mail, postage prepaid, at the Contractor's expense directly to students within six (6) weeks after the date of the photo session.
- f. Contractor shall retouch all purchased photos on the negative as required at no additional charge.
- g. Use of each school's facilities for regular and make-up photo sessions will be provided for senior portraits. Contractor must provide adult assistants to collect all monies and to process all paperwork.
- h. For additional takes or other problems, Contractor must provide a location for the photo sessions that is convenient for all students. The location must be approved in advance by the principal.
- i. Contractor shall provide **schools with each school's choice of loaner digital cameras and memory cards, or** unlimited photographic supplies, including but not limited to color (Kodak, Agfa, Fuji and/or Clark) and black and white film (Kodak or Ilford) of ISOs ranging from 100 to 3200, darkroom supplies (polycontrast Kodak paper) developing and processing chemicals (Kodak or Ilford) and loaner cameras, lens and flashes for yearbook production at no charge. For yearbook production purposes, firms must supply the same type and quality of film to a school during the contract period. (Changing film during the year will cause yearbook production problems). This should not be construed to mean that firms must supply the same film to all schools.
- j. Contractor shall supply unlimited candid shoots of school activities throughout the calendar year. Dates to be coordinated with and approved by the yearbook advisor.
- k. Contractor shall deliver candid prints **and a minimum of two (2) CD's** suitable for reproduction to the school within 48 hours. Exact size, custom color candid prints will be determined by the yearbook advisor and will be provided at no charge. The yearbook advisor will determine the size and composition of the photographs.
- l. Contractor shall process photographs taken by students for the yearbook at no charge. If considered necessary by the yearbook advisor, Contractor must provide emergency 24 hour processing at the request of the advisor.
- m. Contractor shall provide pick-up and delivery services for yearbook advisor twice a week or upon request. Contractor will also provide yearbook staff with postage free mailing envelopes.

- n. Contractor shall redo any work that does not satisfactorily meet publication requirements as specified by the yearbook advisor.
- o. Upon request, Contractor will provide and collect at the time of sitting, senior directory cards listing name, address, telephone number, nickname(s), school activities and the following statement: "all information subject to editorial approval."
- p. Contractor must provide, as soon as possible after picture day, one (1) four color ID card. These must be provided in alphabetical order. In addition, the Contractor must provide an alphabetical list of ID cards.

5. Faculty Portraits

- a. Contractor shall schedule faculty portraits on a day designated by the yearbook advisor.
- b. The initial photo session shall be followed by a make-up day(s) designated by the yearbook advisor for lost, unacceptable or damaged negatives or for faculty not photographed during the regular shoot. The make-up day(s) will be scheduled within thirty (30) days of the initial shoot. There will be no charge for retakes if the pictures are unacceptable or the negative is damaged. The specific make-up dates must be approved in advance by the yearbook advisor.
- c. Contractor shall provide the school with one black and white finished, glossy print for the yearbook.
- d. Contractor shall provide within ten (10) days an alphabetical typed listing of photographed faculty.
- e. Contractor shall photograph every faculty member for the yearbook, at no charge, whether or not they are purchasing pictures.
- f. Contractor must offer faculty members the pre-paid picture packages defined in this RFP for Underclass Portraits.
- g. Contractor must provide as soon as possible after picture day one (1) four color rolodex card for every staff member in alphabetical order.

6. Special Occasion Photographs (*Notice to Contractors: Some schools may include some or all of the following photography services in other contracts, i.e. yearbook. If so, they may not utilize this contract for these services).*

a. Dance/Event Pictures

- i. The number of dances/events for each school will be determined by the principal. The specific dances/events and dates will be provided to the Contractor by the principal at least thirty (30) days in advance.
- ii. Contractor shall be present at the dance/event at a time designated by the principal to take portraits of attendees.
- iii. Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the Portrait Package Prices shall be included with their response to this RFP.
- iv. Contractor shall mail all finished portraits directly to students within three (3) weeks.
- v. Contractor must take candid pictures during the dances/events and provide the school with color or black and white (at the school's discretion) finished, glossy prints for the yearbook.

b. Panoramic Senior Class Pictures

- i. Contractor shall take a panoramic picture of the senior class.
- ii. Time, date, and location of pictures shall be determined by the principal and provided to the Contractor at least thirty (30) days prior to the date.
- iii. Contractor shall mail proofs to the principal within one (1) week.
- iv. Contractor shall mail pictures directly to students within four (4) weeks after notification by principal that proof is acceptable.
- v. Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the Portrait Package Prices shall be included with their response to this RFP.
- vi. Contractor shall provide principal and/or yearbook advisor with one 8" x 24" or 12" x 24" and 10" x 30" digital image at no charge.

c. High School Sports Pictures

- i. Contractor must provide two (2) cameras and two (2) photographers for two (2) days during each season – fall, winter, and spring. The specific dates to be mutually agreed upon between the Contractor and the principal.
- ii. Contractor shall provide a make-up day and make-ups will be available to all students involved with in-season activities.
- iii. Contractor shall retouch all purchased photos on the negative as required at no additional charge.
- iv. Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the Portrait Package Prices shall be included with their response to this RFP.
- v. Contractor shall provide the Principal at no charge with one (1) 8" x 10" color team picture per team; one (1) 4" x 6" black and white or color team picture per team for the yearbook; and one (1) each individual black and white picture (waist up) of varsity football, varsity fall cheerleaders, and varsity drill team. Specific portrait size will mutually agreed upon between the Contractor and principal.
- vi. Contractor shall distribute pictures to students within three (3) weeks of picture days.
- vii. Contractor shall provide pictures to principal within one (1) week of pictures days. Contractor shall provide spring team pictures to the principal within 48 hours.
- viii. Contractor shall provide a typed alphabetical listing of all individually photographed students by sport or activity to the principal.

d. Senior Graduation Pictures

- i. Contractor shall photograph each graduate at the graduation ceremony and mail them a free color proof.
- ii. Contractor must have a representative present for at least one rehearsal.
- iii. Contractor shall mail proofs and photographs directly to students within two (2) weeks of graduation date.
- iv. Time, date, and location of graduation ceremonies shall be provided to Contractor by the principal at least ninety (90) days prior to graduation date.

- v. Contractor shall photograph guest speakers and dignitaries for promotional purposes at no extra charge.
- vi. Contractor shall provide one free 8 x 10 overview photograph of the ceremony to the school at no extra charge.
- vii. Contractors' photographer(s) must be appropriately dressed to reflect the occasion.

e. Senior Graduation Commencement Video/DVD

- i. Contractor shall produce a commencement video and provide each graduate an opportunity to order a DVD copy.
- ii. Contractor must have representatives available at each commencement accept orders for DVD copies+.
- iii. Contractor shall provide each school and the commencement committee with a complimentary copy of the DVD for each commencement ceremony.
- iv. HCPSS shall provide the Contractor with the graduates permanent addresses and e-mail addresses in a Microsoft Excel format, provide mailing labels or allow the Contractor to have order cards filled out for mailing purposes at the rehearsal or prior to the ceremony.

7. Student Enrollment Counts

- a. See attachment G for student counts by school.

IV. SUBMITTAL INFORMATION

1. HCPSS seeks to establish standardized contracts with qualified photography studios to provide students, parents, community and HCPSS with high quality film and/or digital images for schools and personal memory albums of the students' and staffs' public school experience. Services will be provided to two grade levels: Elementary, Secondary (middle and high). Services will include the ability to segment by grade, group/student organization. Services may be required throughout the school year with fall and spring being the heaviest time period. Specialty services such as panoramic, 3D or other features may be required.
2. By offering the services herein, Contractors acknowledge that the data information, images and any other information collected and/or provided by HCPSS shall be for the sole purpose, use and in compliance with all Board of Education policies, practices and requirements. All information provided shall remain the property of HCPSS.
3. Bidders may retain any information/images collected for a period of one (1) year after the school year in which the information is collected. This is for the sole purpose of allowing parents the opportunity to order reprints, etc. only and not for distribution, reselling or any other release of student data or images to any outside entities.
4. Bidders will work with yearbook and memory book firms, students, school sponsors/editors/administrators and other groups to assist in the formatting, production and publication of quality documents.
5. Bidders will coordinate with Central Office administration and School Accountability Office to access the appropriate student information by school to properly and safely identify students and staff.
6. Bidders must identify what types of digital and non-digital formats they can accept. This must include any computer operating systems or software required to interact with provided files.
7. Bidders must indicate their ability to work with various yearbook and other publishers of memory type books and/or booklets. This must include any restrictions or limitations they may have in working with third party entities.

8. Bidders must include a listing of studio locations and/or other third party entities that they will accept images from to be included in a single school/group photo file.
9. Bidders must acknowledge and affirm their ability to comply with all Board of Education policies, regulations, procedures regarding the safe and secure collection, storage and release of student information.
10. Submit a sample of school and/or parent contract. Contract must clearly identify key elements of the sales, commissioning, cost/fees of the engagement of the Bidder.
11. Submission of criteria outlined in Table 1 HCPSS Evaluation Criteria.
12. **BUSINESS PROFILE**
 - A. **COMPANY:**
 - a.) Years in business,
 - b.) Years servicing K12 school systems,
 - c.) Number of studio locations,
 - d.) Type and capabilities of equipment owned or used,
 - e.) Financial – Bidders need only supply one copy of the following with their RFPs.
 1. **Public Companies**
 - (a) -annual reports for the last three years
 - (b) -history and description of the company
 - (c) -recent reports from securities analysts
 - (d) -published reports about the company
 2. **Private Companies**
 - (a) –financial statements or tax forms from three years
 - (b) –history and description of the company
 - (c) –published reports about the company, if any
 - (d) –credit rating/report, letter from bank, suppliers.
 - B. **PERSONNEL:** Provide a list of key technical people in the Contractor's organization. Provide the names and qualifications of personnel who would service HCPSS under this contract and experience working in a K12 environment.

Photography Services
 BID# 026.20.B2

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
 PHOTOGRAPHY SERVICES

RFP# 026.20.B2

RFP RESPONSE PRICE SHEET

Bidder Name: _____

Date: _____

CeCe Clement
 Purchasing Office
 Howard County Public School System
 10910 Clarksville Pike
 Ellicott City, MD 21042

The undersigned hereby submits a RFP response price to provide all labor, material, equipment, and supervision to complete the services as set forth in RFP #026.20.B2. The entire RFP Response document including the Terms and Conditions, Procurement Specifications, General Provisions, the RFP Response Price Sheet, RFP Signature Sheet, and any addenda or drawings added, will be part of any resulting contract.

I PRICE

Cost of various packages to students/parents (attach additional sheets as necessary)	\$
Commissioning structure	\$
Signing Bonus	\$
Cost for individual prints	
Wallet	\$ _____
5 x 7	
8 x 10, etc.	\$ _____
Special features such as panoramic, 3D, etc.	
Range of complimentary school offered packages and sitting options (attach additional sheets as necessary)	\$ _____
	\$ _____

II REFERENCES:

Bidders should provide three Organization References where your company has provided similar service. HCPSS will contact these references for verification.

1. Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____

Email address: _____

REFERENCES (Cont.)

2. Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____

Email address: _____

3. Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____

Email address: _____

III BIDDER INFORMATION

Name of Bidder

Years in business

Street Address

City, State, Zip

Telephone#

Fax #

Web Page

IV CONTACT INFORMATION FOR CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this RFP response, please designate an employee whom HCPSS may contact during the period of the contract for contract administration issues or questions.

Name _____

Title _____

Address _____

Phone _____

Fax _____

E-mail _____

Cellular _____

V RECEIPT OF ADDENDA

Received: Addendum: _____

Dated: _____

Received: Addendum: _____

Dated: _____

Received: Addendum: _____

Dated: _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

RFP #052.14.B1

RFP SIGNATURE SHEET

A. BIDDER'S CERTIFICATION

1. I/we hereby certify to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the RFP prices quoted. I/we certify that this RFP response is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a RFP response for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this RFP response is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this RFP response is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any Bidder or person to put in a sham RFP response or to refrain from responding to this RFP and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the RFP response prices of the affidavit or any other Bidder, or to fix any overhead, profit or cost element of said RFP response price, or that of any Bidder, 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 RFP response are true.
4. I/we 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.
5. I hereby certify that I am authorized to sign for the Bidder.

B. BIDDER/BIDDER 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 RFP response 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:

(Bidder name)

(Street address)

(City, state and zip)

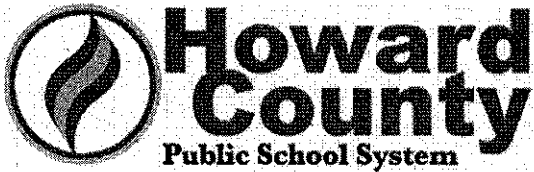
(Telephone number)

(Person authorized to sign RFP responses)

(Title of authorized representative)

(Signature of authorized representative)

(Date)



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: Photography Services

Bid Number: 026.20.B2

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Sealed

- _____ 3. We do not feel we can be competitive.
- _____ 4. We can not submit a bid because of the marketing or franchising policies of the
- _____ 5. We do not wish to sell to The Howard County Public School System. Our

- _____ 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 7. Other: _____

- _____ 8. We wish to remain on the Bidders' List.
- _____ 9. We wish to be removed from the Bidders' List for the above stated commodity.

ATTACHMENT A

GENERAL PROVISIONS

1. The Howard County Public School System (HCPSS) is a public school system in the state of Maryland.

Federal Tax ID:	52-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	52-73-0257K
2. All shipments must be prepaid, shipped by truck or parcel post, only if prices do not include delivery charges. Please prepay and add to invoice.
3. Invoice in triplicate to the individual parties requesting services.
4. Delivery hours shall be between 8:30 a.m. to 3:30 p.m. except Saturday, Sunday and holidays.
5. This order may be cancelled without penalty to the HCPSS if delivery is not made within 60 days.
6. Assignments and subcontracts the bidder may not assign or transfer this contract, any interest herein or any claim hereunder except as expressly authorized in writing by HCPSS.
7. Documents, materials and data: all documents, materials or data developed as a result of this contract shall be HCPSS's property. HCPSS has the right to use and reproduce any documents, materials, and data.
8. Indemnification the bidder shall indemnify, save harmless, and defend the Howard County Public School System and all of its representatives from any and all suits, actions, damages, and claims of any character brought on account of any injury or damages sustained by any person or property in consequence of any product, material, equipment, and/or work performed under this contract, either by the bidder and/or subcontractor, their agents, employees or representatives.
9. Independent contractor: the contractor is an independent contractor. the contractor and the contractor's employees or agents are not agents of HCPSS.
10. Nondiscrimination in employment: Article 49B of the annotated code of Maryland prohibits employment discrimination on the basis of age, sex, color, marital status, physical or mental handicap, national origin, race, or religion.
11. Order of preference: in the event of an inconsistency among provisions of this Request For RFP, the inconsistency shall be resolved by giving preference in the following order:
 - Attachment A – General Provisions
 - Terms and Conditions
 - The Procurement Specifications
 - Attachment B – Insurance
 - Attachment C – Confidential Information
 - Attachment D – Student Data Sharing Agreement
 - Attachment E – Data Security & Privacy
 - Attachment F - Family Educational Rights and Privacy Act ("FERPA")
 - Attachment G - Sex Offender Requirement
 - Attachment H – Student Counts by school
 - Drawings or other addenda
12. Compliance: This solicitation is issued in compliance with Section 5-112 of the Annotated Code of Maryland.
13. Commercial warranty: the Bidder agrees that the supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Howard County Board of Education by any other clauses of the contract.

ATTACHMENT B

INSURANCE

I. General Insurance Requirements

1. The Service Provider (Awarded Bidder) shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Howard County Board of Education (Owner); nor shall the Service Provider allow any Subcontractor to commence work on any subcontract until all insurance required by the Subcontractor has been so obtained and approved by the Owner. Approval of insurance required of the Service Provider will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.
2. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract.
3. The Service Provider shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation, employers' liability insurance, and umbrella excess or excess liability insurance to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Owner in writing. The Service Provider shall furnish Subcontractors' certificates of insurance to the Owner immediately upon request.
4. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner.

Therefore, 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.

5. No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.
6. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider shall forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Service Provider must comply with the insurance requirements as specified in this Contract.
7. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Owner grants specific approval for an exception. The Owner hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
8. Any deductibles or retentions in excess of \$5,000 shall be disclosed by the Service Provider, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.

9. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Service Provider in connection with this Contract shall belong to and be payable to the Owner.
10. If the Owner is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Service Provider shall bear all reasonable costs properly attributable thereto.

II. Owner's Liability Insurance

1. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance, or solely at the Owner's option, the Owner may self-insure the Owner's liability exposures.

II. Service Provider's Liability Insurance

1. The Service Provider shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Service Provider's operations under the Contract and for which the Service Provider may be legally liable, whether such operations be by the Service provider or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

- 1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
 - \$ 1,000,000 each occurrence;
 - \$ 1,000,000 personal and advertising injury;
 - \$ 2,000,000 general aggregate; and
 - \$ 2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) General aggregate limit applying on a per project basis;
 - b) Liability arising from premises and operations;
 - c) Liability arising from the actions of independent contractors and subcontractors;
 - d) Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
 - e) Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract; and
 - f) Liability arising from any explosion, collapse, or underground (XCU) hazards.
- 1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - a) Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only);
 - b) Automobile contractual liability.
 - 1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:
 - \$ 100,000 each accident for bodily injury by accident;
 - \$ 100,000 each employee for bodily injury by disease; and
 - \$ 500,000 policy limit for bodily injury by disease.

Photography Services
BID# 026.20.B2

- 1.4 Service Provider pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean-up costs on and off the Project site, with a minimum limits of:
 - \$ 1,000,000 each pollution incident; and
 - \$ 2,000,000 annual aggregate.
- 1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
 - \$ 2,000,000 per occurrence;
 - \$ 2,000,000 aggregate for other than products/completed operations and auto liability;
 - \$ 2,000,000 products/completed operations aggregate

Umbrella to include all of the following coverage on the applicable schedule of underlying insurance:

- a) Commercial general liability;
 - b) Business auto liability; and
 - c) Employer's liability.
- 1.6 The Owner and the Owner's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Service Provider's commercial general liability insurance and the umbrella excess liability or excess liability insurance policies with respect to liability arising out of the Service Provider's work under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:
 - a) On-going operations; and
 - b) Completed operations.

Special Note: Policies endorsed with the following combination of ISO forms shall be acceptable:

- a) **CG 2010** entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization";
- b) **CG 2037** entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations";

OR

- c) **CG 2033** entitled Additional Insured - Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You";
- d) **CG 2037** entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations."

Both endorsements are required to afford coverage to the additional insured for both in-gong operations and completed operations. Additionally, the schedules on these endorsements must properly reference the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees.

- 1.7 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees under any Service Provider's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)
- 1.8 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and

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Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.

2. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:

2.1 The Service Provider shall agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the services provided under this Contract;

or

2.2 The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

ATTACHMENT C

CONFIDENTIAL INFORMATION

1. Obligation of Confidentiality - In performing services under this Agreement, the Service Provider (Awarded Bidder) and Howard County Board of Education (Owner) may be exposed to and will be required to use certain "Confidential Information". Service Provider and Owner along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.
2. Definition - "Confidential Information" means information, not generally known, and proprietary to the Service Provider or Owner or to a third party for whom the Service Provider or Owner is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Service Provider or Owner. All information which Service Provider or Owner acquires or becomes acquainted with during the period of this Agreement, whether developed by Service Provider, Owner or others, which Service Provider or Owner has a reasonable basis to believe to be Confidential.
3. The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of Owner to Service Provider; (ii) all information provided by to Service Provider to Owner pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Service Provider, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.
4. "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon termination or completion of the Services hereunder, upon request of Owner, Service Provider will deliver to Owner (in a Service Provider format) the Owner's Confidential Information as housed in the Service Provider production database(s), provided that Service Provider may maintain archival copies for audit purposes and dispute resolution purposes and Service Provider may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. Service Provider shall remain under its contractual obligation of confidentiality and security to Owner and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

ATTACHMENT D

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

This is an agreement between _____ ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on date of award, expected to be January 9, 2020, and ending on December 31, 2020. If contract is renewed on a yearly basis, this Student Sharing Agreement shall remain in effect through December 31, 2025.

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

A. Purpose of the Agreement: Under this agreement, the VENDOR will be providing the following services through its digital platform: ~~identify the specific service the vendor will be providing~~

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

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

1. Specific CLIENT DATA Shared Under this Agreement

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

D. Education Records: If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.

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

F. Data Mining, Marketing and Advertising: Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**

G. Modification of Terms of Service: VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.

- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.
 - 1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
 - 2. VENDOR will conduct periodic risk assessments and remediate any identified security

vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its FERPA obligations under this section.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any negligence or misconduct of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

Signatures are on the next page.

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CLIENT:

By:

Signature

Printed Name

Title

Date

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

VENDOR:

By:

Signature

Printed Name

Title

Date

Vendor Name

Address

City, State

Zip Code

ATTACHMENT E

DATA SECURITY AND PRIVACY

1. Service Provider shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer; and 4) dispose of Confidential Information in a secure manner.

2. To comply with the safeguard obligations generally described above, Service Provider 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 Owner Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess 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. Service Provider shall notify Owner in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after Service Provider has either actual or constructive knowledge of a breach which affects Owner's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Service Provider shall have actual or constructive knowledge of an Incident if Service Provider actually knows there has been an Incident or if Service Provider 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. Service Provider 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. Service Provider shall promptly take appropriate action to mitigate such risk or potential problem at Service Provider's expense. In the event of an Incident, Service Provider shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

ATTACHMENT F

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

1. Service Provider acknowledges that it will be in receipt of student information rendered confidential under the Family Educational Rights and Privacy Act ("FERPA") and affirms that it will maintain, use, share, and destroy that information in compliance with FERPA. Service Provider agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, associated with any act or omission by Service Provider, its agents and employees concerning its FERPA obligations under this section.
2. The Service Provider shall only use the information provided under this Agreement for the purpose intended. No other use, access, conversion, or sharing of the information outside of the intended purpose is allowed.
3. The Service Provider may retain, store, hold information provided by Owner only for the duration of the Agreement. At the end of the Agreement, Service Provider must destroy all data, records, images, and any other information in compliance with the National Institute of Standards and Technology (NIST) within 30 days after the end of the Agreement and/or Termination.
4. Service Provider agrees to indemnify and hold harmless Owner, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.
5. Owner agrees to indemnify and hold harmless Service Provider, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of Owner or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

ATTACHMENT G

SEX OFFENDER REQUIREMENT

1. Service Provider affirms that it 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.
2. Service Provider agrees to perform the work and services required under this Agreement, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this Agreement. Background investigations include a criminal records history check through the employee's State criminal records repository via submission of the employee's ten-print fingerprint card. The Board of Education reserves the right to require verification of the criminal records check and State reply upon request. Results must be returned to the employer by the State agency and must be delivered to the Board of Education within 72 hours of receipt by Contractor or within 72 hours of request.
3. Attached Education Article 6-113.2 Affidavit must be signed and returned with the proposal.

ATTACHMENT H

Elementary Schools

Atholton	504
Bellows Spring	773
Bollman Bridge	766
Bryant Woods	448
Bushy Park	638
Centennial Lane	717
Clarksville	437
Clemens Crossing	508
Cradlerock	497
Dayton Oaks	720
Deep Run	767
Ducketts Lane	570
Elkridge	922
Forest Ridge	690
Fulton	1021
Gorman Crossing	848
Guilford	475
Hammond	604
Hanover Hills	757
Hollifield Station	873
Ilchester	634
Jeffers Hill	414
Laurel Woods	645
Lisbon	443
Longfellow	447
Manor Woods	627
Northfield	701
Phelps Luck	633
Pointers Run	913
Rockburn	628
Running Brook	484
St. Johns Lane	763
Stevens Forest	424
Swansfield	562
Talbott Springs	507
Thunder Hill	474
Triadelphia Ridge	555
Veterans	960
Waterloo	603
Waverly	950
West Friendship	393
Worthington	508

Middle Schools

Bonnie Branch	703
Burleigh Manor	811
Clarksville	710
Dunloggin	628
Elkridge	765
Ellicott Mills	909
Folly Quarter	700
Glenwood	515
Hammond	602
Harpers Choice	493
Lake Elkhorn	560
Lime Kiln	660
Mayfield Woods	788
Mount View	853
Murray Hill	733
Oakland Mills	494
Patapsco	746
Patuxent Valley	698
Thomas Viaduct	735
Wilde Lake	688

High Schools

Atholton	1459
Centennial	1599
Glenelg	1197
Hammond	1397
Homewood	121
Howard	1912
Long Reach	1698
Marriotts Ridge	1471
Mount Hebron	1693
Oakland Mills	1245
Reservoir	1624
River Hill	1380
Wilde Lake	1350

Special School

Cedar Lane	117
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