



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

Request for Proposal No. 024.20.B5

For

School Bus Routing and Fleet Management Solution

SOLICITATION SCHEDULE

Date	Event
Bid Advertised	November 15, 2019
Last Date for Questions	November 25, 2019, 4 pm ET
Bid Due	December 6, 2019, 2 pm ET
Expected Board Approval	January 9, 2020

Introduction and Background

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

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

SECTION 1

SOLICITATION INSTRUCTIONS

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

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

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be submitted in writing via email to ted_ludicke@hcpss.org. Inquiries will receive a written reply via addendum. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
3. Pre-Proposal Conference. A Pre-Proposal Conference not will be held in conjunction with this RFP.
4. Bid Submittal Process.
 - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 4.2. Bids are to be submitted electronically in PDF format on a USB Flash Drive with the RFP name and number identified clearly on the sealed packet or envelope. Bid responses must be submitted to the Howard County Public School System, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, no later than the time and date specified on the bid cover sheet.
 - 4.3. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. Exceptions to the RFP. Respondents may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified in the Exceptions Form K and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the HCPSS, and a description of the advantage to be gained or disadvantages to be incurred by the HCPSS as a result of these exceptions.
7. Contractual Agreement and Term. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree.
8. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening bids.
9. Rejection or Acceptance of Proposals. HCPSS reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Purchasing Office not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

10. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard.
11. Modifications of Technical Proposal. Offerors may not modify, supplement, cure, or change proposals in any way after the due date and time unless specifically requested by HCPSS.
12. RFP Response Materials. All written materials submitted in response to this RFP become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
13. Duration of Offers. Proposals shall remain irrevocable for 120 days following the closing date of the Proposal due date. This period may be extended by mutual agreement between the Offeror and HCPSS.
14. Incurred Expenses. HCPSS is not responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.
15. Confidentiality. Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Offerors are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be considered.
16. Multiple Proposals. Offerors may not submit more than one Proposal.
17. Alternate Proposals. Offerors may not submit an alternate for this RFP.
18. Forms. This solicitation is designed for the Offeror to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Offeror's proposal. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
19. Signing of Forms. A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
20. Signing of Forms. A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
21. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.
22. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.

23. Resolution of Disputes.

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

23.2. Protests shall be filed in writing to the Purchasing Office prior to the Board of Education award of the contract award. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.

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

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

SECTION 2

TERMS AND CONDITIONS

1. Contractor's/Offeror's Responsibility. Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors.
 - 2.1. HCPSS shall enter into contractual agreement with the selected Contractor only. The use of subcontractors does not relieve the Contractor of liability. The Contractor shall be fully responsible for acts and omissions of its subcontractors and of persons directly or indirectly employed by them. HCPSS is not responsible for the fulfillment of the Contractor's obligations to subcontractors.
 - 2.2. Subcontractors, if any, shall be identified in the Technical Offer with a complete description of their role relative to the project. The Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS prior to contract execution.
3. Contract Assignment. Neither party may assign this Contract without the prior written consent of the other party.
4. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
5. Behavior of Contractor Employees/Subcontractors. HCPSS is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also ensure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
6. Tobacco Free and Alcohol/Drug Free Environment. HCPSS maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

7. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.
8. Child Sex Offender Notification.
 - 8.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 7 One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
 - 8.2. As a contractor working for HCPSS we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11- 722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
 - 8.3. Each contractor shall screen their workforce to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "workforce" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
 - 8.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
 - 8.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.
9. Occupied Buildings. Work under this contract and any resulting contract or sub- contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on HCPSS's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.
10. Identification and Sign-in Procedures. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times. Contractors are required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project or they may receive a HCPSS badge allowing them to access the job site without signing in and out.
11. Ethics Regulations.
 - 11.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities

doing business with HCPSS. For a copy of the regulations, please contact the Public Information Office, Howard County Public School System (410) 313- 6658

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

SECTION 3

SPECIAL TERMS AND CONDITIONS

1. Agreement. Contractor shall provide to HCPSS professional services in accordance with the terms and conditions of this solicitation.
 - 1.1. The resulting Contract consists of multiple documents as follows in order of precedence:
 - 1.1.1. The Contract Form
 - 1.1.2. The Request for Proposal and all amendments to the solicitation
 - 1.1.3. Contractor's Technical Proposal and Price Proposal as accepted by HCPSS
 - 1.1.4. Contractor's Best and Final Offer (if requested)
 - 1.2. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period. The initial Contract term shall be for five (5) years from the date of contract execution. HCPSS may solely authorize three (3) additional one-year terms (a maximum total of eight (8) one-year periods) pending successful performance and availability of funds.
3. Price Adjustments.
 - 3.1. Annual price adjustments will be considered after the initial contract period. HCPSS will consider adjustments based on the following conditions:
 - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
 - 3.2. Product changes may be considered. Pricing for the changes shall be at the same mark up as originally bid. The awarded Offeror shall offer current pricing or be able to demonstrate the percentage markup. HCPSS shall be the sole determinant in accepting product or pricing changes.
 - 3.3. In order to receive consideration for a price increase, the contractor shall submit to HCPSS a statement of any change in price to be applied.
 - 3.4. Price increase requests will not be considered if not accompanied with the proper information.
4. HCPSS Project Coordinator. HCPSS will designate a staff member to act as coordinator ("Program Coordinator") between HCPSS and the Contractor. Throughout the period of the Contract, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Program Coordinator and also to any other HCPSS personnel designated by the Program Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Contract shall be made only with the prior knowledge and concurrence of the Program Coordinator.
5. Professional Services. The Contractor shall utilize personnel named and/or otherwise identified in its submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Manager; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to HCPSS in writing as they occur.
6. Billing and Payment.
 - 6.1. Non-Recurring Charges
 - 6.1.1. The contractor shall submit invoices to the attention of the selected Project Manager, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042.

6.1.2. Invoices shall contain the following information:

- 6.1.2.1. Contract Number
- 6.1.2.2. Purchase Order Number
- 6.1.2.3. Customer Name and Address
- 6.1.2.4. Description of service invoiced
- 6.1.2.5. Total due
- 6.1.2.6. Itemized Monthly and Annual Recurring Charges with Billing Period

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

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

7. Acceptance Procedure. HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and/or subcontractor staff in the performance of work under the Contract.

8. Confidential Information.

8.1. Contractor acknowledges and understands that HCPSS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws").

8.2. The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

8.3. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

8.4. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.

8.5. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

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

9. Relationship of the Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, the HCPSS will not withhold income taxes, social security or any other sums from the payments made Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors

of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

10. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in HCPSS Insurance Requirements, or as set forth in Contractor's proposal should the coverage and limits therein exceed the required minimum levels. Contractor shall provide to the Purchasing Office a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.
11. Indemnification. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless HCPSS and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason. Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.
12. Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
13. Termination for Convenience. The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
14. Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or HCPSS, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
15. Liquidated Damages: Contractor acknowledges and agrees that time is of the essence as to the delivery and installation of all products and/or services identified in the document. It is important that deliverables arrive on time. If delivery of products and/or services arrives after specified completion dates, the Contractor shall be liable for liquidated damages not to exceed \$1,000.00 per day after scheduled and agreed upon completion date.

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

- 24.2.1. Establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials;
- 24.2.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and
- 24.2.3. Establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
- 24.2.4. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 24.2.5. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

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

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

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

25. Work Hours.

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

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

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

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

26. Contractor Performance/Evaluation Scorecard.

26.1. Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation

scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

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

SECTION 4

SCOPE OF WORK

1. Background.

1.1. The School System operates 77 schools (42 elementary schools, 20 middle schools, 12 high schools, and three regional special schools), with additional transportation also provided to parochial and out-of-county non-public school locations. Total enrollment is approximately 58,000 PreK to Grade 12 students, with approximately 42,000 students being eligible for transportation on regular service bus and another 2,600 students receiving specialized transportation. The remainder of students fall within designated walk zones. HCPSS presently manages approximately 550 school buses.

1.2. HCPSS presently uses computerized routing software to plan bus trips, but seeks to enhance automation of student bus assignments, and seeks additional functionality offered by on-board GPS. Furthermore, the Pupil Transportation Office desires to work more seamlessly with the Office of School Planning to facilitate the boundary review process by using datasets such as in-house enrollment projections, GIS layers, capacity analysis, and facility information system, and impact on bus routes

2. Purpose. HCPSS Pupil Transportation Office has issued this Request for Proposal (RFP) to solicit submittals from qualified professional services firms to provide a School Bus Routing and Fleet Management Solution (Solution) to facilitate school bus routing, school bus telematics, contractor payments, and boundary review as assigned to the Pupil Transportation Office and Office of School Planning of the Howard County Public School System.

3. Requirements. The Solution shall provide for the following:

Task 1: School Bus Routing and Fleet Management

- Must maintain compatibility with ArcGIS platform.
- Allows multiple users to view and edit bus routes simultaneously and control user-based security of map edits.
 - Access rights should be defined by user roles, with each member of the roles inheriting the appropriated rights.
 - System provides a fine grain of control over functional elements of the system so that users may be allowed “view,” “edit” and/or “print” abilities.
 - System provides for function level security levels for the map to allow some to view the map, some to edit features, and others to full administrative access.
 - Route records are automatically stamped with the user name and time of change.
- Must allow the user to manage bulk street and address edits in-house without vendor intervention.
 - Centerlines and addresses are maintained in an ESRI format by the Howard County Government and HCPSS receives regular updated datasets of the county. Updated roads and addresses must be able to be added to the route map without the need of the vendor to accomplish this task (barring general questions or support issues.)
- Software should allow for notes at the bus stop level including importing document files.
 - Bus stops should be placed in the logical placement to the centerline, at the correct corner, not on the centerline itself.
 - Bus stops should be coded as right-hand only, left-hand only, or cross street pick-up/drop-off.
- Vendor is to manage the process of software conversion including converting all necessary data from existing or legacy systems, providing test conversions to ensure accurate outputs in new system.
 - Vendor shall provide maintenance and support throughout software implementation and continued support after software is implemented and annual maintenance is current.
- Software training must be provided to core operational staff responsible for the creation of bus routes and provide distributable training material for other groups (i.e. school-based staff)
 - Vendor will train HCPSS staff on live and operational data.
 - Vendor will provide additional web-based training.
 - Vendor should be able to provide additional training if requested.
 - Vendor shall provide copies of software user’s manuals.
 - Vendor will submit a brief description of their training plan.

- The routing system is to leverage automation such as student bus assignment and multiple scheduled data imports and exports.
 - The system should allow for manual exceptions to bus assignments when necessary and reasonable.
 - System should provide a calendar capable of maintaining district-wide standard school year and summer school transportation schedules, such as holidays and early out days for each school.
- Encodes map streets so as students are assigned to stops, students will automatically be prevented from walking across hazardous roads to reach a bus stop, even if that stop is closer to their home than another.
 - Roads should be encoded to prevent walkers to cross or walk depending on hazard level and depending on grade level (i.e. roads may be safe for cross for all students except grades K–5.)
 - Encodes transportation data, such as one-way streets, travel speeds, no travel roads, etc.
 - Encodes travel restricted streets, and turn restrictions, that can restrict larger vehicles yet allow smaller ones. These restrictions should be automatically applied during routing so that the operator cannot inadvertently make a mistake on such roads.
- The routing system should be capable of running “what-if” scenarios (i.e. bell time, bus capacity, etc.)
- Routing software must be able to pair with GPS software for vehicle tracking
 - Software should be capable of checking planned routes against actual routes
- Software must support the ability for users to create custom reports and dashboards.
- Software must include informational websites for the public (to find student’s regular bus and bus stop) and school-based staff (to generate a student list by bus.)
 - Allows parents of students to access a parent portal to obtain information about their student(s).
 - Preferably meets WCAG standards and ADA compliant.
 - System should allow parents to discover the appropriate routing information upon the entry of an address and grade (parent portal.)
 - System should allow for a user to view routing information upon the entry of an address and grade (school portal.)
 - System should have an option to display a map with icons indicating the student home, stop, and school (school portal.)
 - System should provide the ability to search for and print stop lists and rosters at each school building, through the browser (school portal.)
 - The system should provide the ability to search for and print stop lists and rosters at each school building, through the browser (school portal.)
 - Provides for student lists with transportation information to be printed from the browser (school portal.)
- Software must support the ability to print maps (either a single map or a batch of maps), and support printing on a variety of printer and plotter types.
- Software must accommodate students’ 9-digit unique student ID and additional family ID to identify family members or household members.
- Software must accommodate a vehicle’s unique VIN number.
- Software must accommodate a school’s unique 6-digit school code assigned by the State of Maryland.
- The routing system should integrate with other enterprise data systems, including but not limited to, the Synergy Student Information System and/or Active Directory, through manual import / export, API, custom or prefab connectors and be capable of scheduled automation for data refresh.
- Software should have cloud based, on-prem, and/or hybrid hosting options with encryption at layers to safeguard data at rest and in transit.
- All data, and specifically Personally Identifiable Information (PII) must be encrypted while at rest and in transit, as well as be compliant with FERPA requirements.
 - Software must have audit capabilities to verify time and identify of individuals data access, views, edits, additions, and deletions.

Task 2: GPS

- Vendor should explain how their routing software integrates with GPS (does the vendor offer a GPS solution, work with other GPS vendors, or both?)
 - Provide an example/explanation of suggested routing and GPS implementation best practices
- In-bus GPS units should assist drivers by displaying route and stops to eliminate paper route sheets
- In-bus GPS units should include the capability to track students
- GPS should include data points such as speed, door open, stop arm deployment, hard stop, etc.

- GPS should include a secure public app to find the status/location/anticipated arrival of their child's bus
- GPS should feed anticipated arrival to schools so staff can proactively anticipate late buses and communicate accordingly
 - Arrival board should only post arrival of buses servicing routes to their school.

Task 3: School Planning

- Generate alternative boundaries based on direction from staff, Superintendent or Board of Education
- Create required and extemporaneous reports/maps
- HCPSS Data Privacy Policies, FERPA compliance and ensure data at rest and in transit is properly secured and encrypted.
- Compare plan options using a criteria matrix or other method to quickly compare scenarios against policy criteria
- Must have ability to use HCPSS planning units
- Coordinate data verification for base scenario (existing boundaries)
- Demonstrate ability to test scenarios and create required outputs: reports, charts, maps

Task 4: School Bus Contractor Payments

The Pupil Transportation Office is interested in extending the capabilities of a routing software to include a custom contractor payment module, which would create a formatted file to be sent to the Finance Office for the issuance of school bus contractor payments.

- Determine and develop, collectively with the Pupil Transportation Office, specifications for the calculation of payments
- Determine and develop, collectively with the Pupil Transportation Office, the ability for inclusion of payment exceptions that may alter contractor pay, in addition to basic routing payments
- As per above, develop a payment module
- Test outputs and adjust accordingly
- Create custom financial-focused reports useful for collecting and reporting on financial data for internal and external reporting
- Develop and present a plan for ongoing support and future reporting needs for the payment portion of the system

SECTION 5

SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT

1. Summary
 - 1.1. Clear, concise, yet detailed responses to the technical criteria below are to be provided. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.
 - 1.2. The information shall be furnished in the Proposal **in the order provided**. Failure to include any of the items may disqualify your firm's response. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for HCPSS.
 - 1.3. Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and clearly identified in its proposal as TECHNICAL PROPOSAL.
2. Evaluation Criteria. Evaluation Criteria provide for a consistent method of identifying the best overall cost-effective Solution that meets the requirements identified in this RFP. The criteria categories listed below will be used to determine how satisfactorily Offerors have addressed the requirements identified in this RFP. Evaluation of each category will include, but not be limited to, the line items listed. The highest scoring proposals will be selected for the shortlist (see paragraph 6.2). HCPSS's recommendation for award by the Howard County Board of Education will be based on Offeror's criteria scores.

Evaluation Criteria

Cost
Five Year Total Cost including NRC and RC
Contractor
Company Profile
Project Understanding
Experience and performance record
Service and Support
Proposed Subcontractors and Assigned Staff
Experience and Technical Qualifications
References
System
Meets Requirements
Features and Functionality
Reliability, Maintainability, and Availability (RAM)
Ease of Use
Service
Implementation Plan
Service and Support
Training and supporting documentation
Proposal
Adherence to proposal format
Presentation (if requested)

3. Submittal Requirements. Beginning with the Transmittal Letter, proposals shall be submitted as structured below. The Offeror agrees and shall comply with all provisions and specifications as stated in this RFP. Failure to respond to these submittal requirements may result in the proposal being considered non-responsive.
4. Transmittal Letter. A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely addresses all of the requirements of this RFP. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and

state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.

5. Adherence to Scope of Work/Requirements. Offerors shall confirm that they will provide each requirement identified in Section 4, Scope of Work **in the order provided**.
6. Exceptions to the RFP. Offerors may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified naming the specific paragraph number and shall include the scope of the exception, the ramifications of the exception for HCPSS and a description of the advantage to be gained or disadvantages to be incurred by HCPSS as a result of such exceptions.
7. Company Profile/Demonstration of Prior Work: Offerors shall demonstrate and certify that it possesses at a minimum five (5) years of experience providing professional services as described in this document to institutions similar to HCPSS in scale. This includes providing details on company history, number of employees, and number of similar contracts.
8. Resume. Provide a resume(s), including education and employment history, a detailed description of technical knowledge, skills, and experience, for the proposed Single Point of Contact (Project Manager) and any other key personnel that will play an integral role in the implementation and service & support of the Solution.
9. Management and Implementation Plan.
 - 9.1. Offerors shall describe their management approach for implementing projects of this size scope and how they will ensure a successful project for HCPSS.
 - 9.2. Offerors shall describe their organizations general implementation process including:
 - 9.2.1. Project management and overall project tracking
 - 9.2.2. Configuration and deployment
10. References. Provide a minimum of three references. References shall demonstrate that the Offeror has extensive knowledge of all equipment proposed and has at least 3 years of experience providing equipment and services of similar scope and size. HCPSS reserves the right to check all references, either provided or known, in determining the award of this RFP. References shall include:
 - 10.1. Organization Name
 - 10.2. Address
 - 10.3. Type of Business
 - 10.4. Contact Person
 - 10.5. Telephone Number
 - 10.6. Email Address
 - 10.7. Description of Solution
 - 10.8. Commencement and completion dates.
11. Subcontractors. Identify all subcontractors or partners used for any purposes and their business name, years of experience, and function. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled "Subcontractors/Partners" if necessary.
12. Five-Year Support. Describe how your firm will support the Solution for the initial 5-year contract term any additional renewal years, up to eight years.
13. Certification. Provide certifications and/or letter(s) from manufacturer(s) that the Offeror is an authorized reseller and service provider for all proposed hardware/software or services to be utilized to support the Solution.
14. Required Documents
 - 14.1. Attachment A RFP Signature Sheet. Complete and sign the RFP Signature Sheet

- 14.2. Attachment B Insurance Requirements. Acknowledge compliance with HCPSS Insurance Requirements.
- 14.3. Attachment D Receipt of Addenda Form. If any addenda to the RFP documents are issued prior to the due date and time for Proposals, the Acknowledge Receipt of Addenda Form shall be completed, signed.
- 14.4. Attachment E Bid/Proposal Affidavit. Complete and sign the Bid/Proposal Affidavit
- 14.5. Attachment F Agreement for Professional Services. HCPSS Contract for this procurement will contain the provisions in all Terms and Conditions, Attachments, Addenda, presentation and discussion materials as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror acknowledges that they have reviewed the Agreement for Professional Services and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.

SECTION VI. EVALUATION PROCESS

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

SECTION 6
PRICE PROPOSAL

1. Price Structure

Task 1 Consultant Orientation \$ _____ lump sum

Work Classification Hourly Rate*

Principal \$ _____

Project Engineer \$ _____

Designer/Drafter \$ _____

GIS Technician \$ _____

Administrative Support \$ _____

Other (Specify): _____ \$ _____

(Attach additional sheets if necessary)

*NOTE: This hourly rate is all inclusive of overhead, profit, administrative fees, direct and indirect costs. No other expenses or fees will be added to this hourly rate.

Task 2 Data Collection \$ _____ lump sum

Work Classification Hourly Rate*

Principal \$ _____

Project Engineer \$ _____

Designer/Drafter \$ _____

GIS Technician \$ _____

Administrative Support \$ _____

Other (Specify): _____ \$ _____

(Attach additional sheets if necessary)

Task 3 Provide Impartial Data Analysis \$ _____ lump sum

Work Classification Hourly Rate*

Principal \$ _____

Project Engineer \$ _____

Designer/Drafter \$ _____

GIS Technician \$ _____

Administrative Support \$ _____

Other (Specify): _____ \$ _____

(Attach additional sheets if necessary)

Task 4 School Boundary Scenario Testing

\$ _____ lump sum

Work Classification

Hourly Rate*

- Principal \$ _____
- Project Engineer \$ _____
- Designer/Drafter \$ _____
- GIS Technician \$ _____
- Administrative Support \$ _____
- Other (Specify): _____ \$ _____

(Attach additional sheets if necessary)

Task 5 Facilitate the Attendance Area Committee (AAC)

\$ _____ lump sum

Work Classification

Hourly Rate*

- Principal \$ _____
- Project Engineer \$ _____
- Designer/Drafter \$ _____
- GIS Technician \$ _____
- Administrative Support \$ _____
- Other (Specify): _____ \$ _____

(Attach additional sheets if necessary)

Task 6 Support Community Engagement and Feedback

\$ _____ lump sum

Work Classification

Hourly Rate*

- Principal \$ _____
- Project Engineer \$ _____
- Designer/Drafter \$ _____
- GIS Technician \$ _____
- Administrative Support \$ _____
- Other (Specify): _____ \$ _____

(Attach additional sheets if necessary)

Task 7 Superintendent Attendance Area Adjustment Recommendation

\$ _____ lump sum

Work Classification

Hourly Rate*

Principal	\$ _____
Project Engineer	\$ _____
Designer/Drafter	\$ _____
GIS Technician	\$ _____
Administrative Support	\$ _____
Other (Specify): _____	\$ _____

(Attach additional sheets if necessary)

Task 8 Board of Education Redistricting Process

\$ _____ lump sum

Work Classification

Hourly Rate*

Principal	\$ _____
Project Engineer	\$ _____
Designer/Drafter	\$ _____
GIS Technician	\$ _____
Administrative Support	\$ _____
Other (Specify): _____	\$ _____

(Attach additional sheets if necessary)

2. Meet Requirements. Offeror shall respond with pricing that meets the requirements provided in this RFP and described in Offeror's technical response.
3. All-Inclusive. Prices offered shall be inclusive of all overhead, profit, travel, accommodations, administrative fees, and direct and indirect costs. HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this RFP.
4. Non-Recurring/Recurring Costs. Offeror shall identify and itemize all initial non-recurring costs and all subsequent monthly and/or annual recurring costs extended for a total of (5) five years.
5. Separate Submittals. Offeror's PRICE PROPOSAL shall be submitted separate from the TECHNICAL PROPOSAL and clearly identified as PRICE PROPOSAL.
6. Best and Final Offers. Following the evaluation and/or Discussion Session, Best and Final Offers may be requested of selected Offerors.
7. Negotiations. HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
8. Basis for Award. Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP.

Attachments and Forms (Check List)

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

❖ Submit this completed Check List with Technical Proposal

Attachment A
SIGNATURE SHEET

A. Offeror's Certification

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

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

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

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

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

B. Vendor/Contractor Disqualification -Bribery

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

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign bid)

(title of authorized representative)

(signature of authorized representative) (Date)

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

ATTACHMENT B

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$2,000,000 per occurrence, \$2,000,000 annual aggregate including all of the following:

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

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$2,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

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

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

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$5,000,000 per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

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

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

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

BUILDERS RISK INSURANCE

4 - Builders Risk Insurance

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

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

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

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

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

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

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

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

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



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

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

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

A. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services:

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

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

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

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

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

District.

- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly provide the CLIENT with a copy of official request and the records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with

industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.

1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
 2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.
- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. §

4-131(a)(3).

- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

Signatures are on the next page.

CLIENT:

By:

Signature

Printed Name Title

Date

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

VENDOR:

By:

Signature

Printed Name Title

Date

Vendor Name

Address

City State Zip Code

**ATTACHMENT E
BID/PROPOSAL AFFIDAVIT**

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

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

1. **I am the _____ (officer) and duly authorized representative of the organization named _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.**

2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

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

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

(you may attach an explanation as necessary)

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

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

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

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

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

(Signature of Bidder) (Date)

(Title)

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

NOTARY PUBLIC

Name _____ Seal: _____

My Commission Expires _____

(Legal Name of Company)

(Address)

(City) (State) (Zip)

(Telephone) (Fax)

(E-mail address)

Contractor's License Number # _____

We are/I am licensed to do business in the State of Maryland as a:
() Corporation () Partnership () Individual () Other



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # _____

THIS AGREEMENT is entered into this ___th day of _____ 2019, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ (hereinafter referred to as the "Contractor").

RECITALS

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

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

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

RFP #____, _____
Proposal Response per dated _____.

ARTICLE II - TERMS AND CONDITIONS

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

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and continue for a period of _____ year(s), terminating _____. *The agreement may be extended _____ additional one-year periods at the sole option of the Board of Education.*

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

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

ARTICLE V- INSURANCE

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

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

WITNESS:

BOARD OF EDUCATION OF HOWARD
COUNTY

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

APPROVED:

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

WITNESS:

By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax