



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

REQUEST FOR PROPOSALS
Benefits Consultant Services
RFP No. 017.21.B1

To All Interested Services Consultants:

The Howard County Public School System (HCPSS) invites your submittals to provide employee benefits consultant services in accordance with this Request for Proposals (RFP) No. **017.21.B1** and all federal, state and local requirements for the HCPSS Benefits Office.

RFP documents may be obtained on **Friday, February 19, 2021** at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>.

The Purchasing Office's contact for this project is Mr. Douglas Pindell, dpindell@hcpss.org. Offices are working remotely so please use the email for contacting staff.

A **virtual Pre-submission conference** to be attended by all bidders will be held on March 3, 2021 at **3:00 PM. Specific instructions and invitation information will be posted by addendum on the Purchasing Office Web site.** Howard County Public School System staff will explain the scope of work and answer any questions about the scope of work that will assist in the preparation of bids. Attendance is not mandatory, however, it is highly recommended. Questions may be submitted to the meeting to the project contact listed above.

Submittals shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Wednesday, March 17, 2021 at 3:00 P.M. to BidsandProposals@hcpss.org. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc.

Late submittals will not be considered. It is the responsibility of each offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

It is the bidder's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

All questions should be directed, in writing, to the contact above. The Howard County Public School System is under no obligation to respond to any questions that are received with insufficient time to respond. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

Douglas Pindell
Director of Purchasing



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

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

NO BID REPLY FORM

Sealed Bid For: Benefits Consultant Services

Bid Number: 017.21.B1

Bidder: _____

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

We must offer a "No Bid" at this time because:

- _____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

- _____ 2. We do not feel we can be competitive.
- _____ 3. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- _____ 4. We do not wish to sell to The Howard County Public School System. Our objections are:

- _____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 6. Other: _____

**REQUEST FOR PROPOSAL HOWARD
COUNTY PUBLIC SCHOOL SYSTEM**

RFP # 017.21.B1

Benefits Consulting Services

Issued by:

Howard County Public School System
10910 Clarksville Pike (MD State Route 108)
Ellicott City, MD 21042

February 19, 2021

BID/PROPOSAL AFFIDAVIT
Benefits Consultant Services
BID #017.21.B1

Date: _____

Bidder: _____

COST PROPOSAL SHEET

Please submit your proposal for the cost to provide the all services included in this RFP under the scope of services identified under **BENEFITS CONSULTING SERVICE REQUIREMENTS** with the exception of item #2, (f) Dependent Eligibility and #10, c.) ACA Forms.

The Cost Proposal should be an annual lump sum price to include all services in accordance with the RFP.

The Cost Proposal should clearly define your pricing, noting any inclusions or exclusions. For items #2 and #10 listed above, please itemize your pricing for each service with accompanying description.

ADDENDA

Receipt of the following Addenda is acknowledged:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

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.

CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT

As used below, the following terms have the meaning indicated:

A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or (2) Ownership of more than three percent of a business entity, by a Board member or school system employee.

B. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

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1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

DISCLOSURES:

Attach as necessary.

NOTICE

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.

Continues on next page

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 bid/proposal on behalf of and as authorized by the bidder named below.

This bid/proposal must be signed by a bidder authorized to make a binding commitment for the firm submitting the bid/proposal. By submitting a bid/proposal in response to this solicitation, the bidder selected for award agrees that it shall comply with all federal, State, and local laws, and the Board of Education of Howard County Maryland policies and regulations applicable to its activities under the resulting contract. Any bidder selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation. www.dat.maryland.gov as directed by the Purchasing Office.

Your signature on this page provides and the Board of Education of Howard County Maryland your acknowledgment and acceptance of the terms and conditions contained in the solicitation. When this page is executed by an authorized officer of the Howard County Public School System, these specifications, terms and general conditions, and price(s) bid shall become a legally binding contract between the successful bidder and the Howard County Public School System.

(Signature of Bidder) (Date)

Name Printed) (Title of Bidder) (Bidder

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2021.

NOTARY PUBLIC Name _____ Seal:

My Commission Expires _____

(Legal Name of Company) (Web Address/URL)

(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

BACKGROUND INFORMATION

The Howard County Public School System (HCPSS), the administrative body for the Board of Education of Howard County is soliciting proposals for benefits consulting services.

The Howard County Public School System currently provides benefits to over 8,000 eligible staff members offering a wide range of plans and services. HCPSS offers self-funded medical plans with two HMOs and one PPO; prescription plan through Express Scripts PBM. Voluntary benefits include a vision plan, a dental HMO and PPO, Dependent Care and Health Care FSA, Life, Disability; and an employee assistance plan.

Through this Request for Proposal (RFP), HCPSS is looking for an experienced/innovative firm for Benefits Consulting Services that will offer its expertise and technological skills to help HCPSS deliver benefits solutions to its staff. HCPSS encourages interested bidders to share creative, alternative solutions as they look to provide competitive and robust benefits and an integrated approach that will improve the staff's health and welfare and strengthen their overall employment brand employee experience.

TERMS AND CONDITIONS

PART I - CONTRACT ADMINISTRATION DATA

The Purchasing Office Representative shall be as follows:

Howard County Public School System Douglas Pindell
email: dpindell@hcpss.org
Director of Purchasing
10910 Clarksville Pike (MD State Route 108)
Ellicott City, MD 21042

No authority to modify any provisions of this basic contract is granted. Any deviation from the terms of the basic contract must be submitted for contractual action to the above contact.

ADDRESS TO WHICH PAYMENT SHALL BE MAILED

Offeror shall indicate in the space provided below, the address to which payment should be mailed, if such address is different from that shown for the offeror. (Page 2 of this solicitation)

PAYMENT TO CONTRACTOR

Payment will be made within 30 days after receipt of contractor invoice, by Howard County Public School System, as appropriate, provided that the school system has determined all contract provisions have been complied.

CONTRACTOR'S INVOICE

The Contractor shall submit an original and one (1) copy of his/her invoice upon completion and acceptance of the services by HCPSS to the appropriate department agency.

Invoices shall contain the minimum information as follows:

- a. Name and Address of Vendor
- b. Invoice Date
- c. Account Number
- d. Applicable Group Numbers
- e. Billing Period
- f. Sufficient details to accommodate a monthly reconciliation
- g. HCPSS Purchase Order number if applicable.

PART II - CONTRACT CLAUSES

OFFICIALS NOT TO BENEFIT

"No County Executive or other Elected Official of Howard County shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent this contract is made with a corporation for the corporation's general benefit provided the Official is not a major shareholder."

CONTRACTOR GRATUITIES TO HCPSS PERSONNEL

GRATUITIES

- a. The school system may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Procurement Office that Gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any Officer or Employees of the school system with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such contract; provided that the existence of the facts upon which such findings are made shall be in issue and may be reviewed in any competent Court.
- b. In the event this contract is terminated as provided in paragraph (a) hereof, the school system shall be entitled:
 - (1) To pursue the same remedies against the Contractor as it could pursue in the event of breach of the contract by the Contractor, and;
 - (2) As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing such Gratuities to any such Officer and Employee.
 - (3) The rights and remedies of the county provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

CONTINGENT FEES

A contingent fee is any commission, percentage, brokerage or other fee that is contingent on the success that a person or firm has in securing a contract with Howard County Public Schools. Improper influence is defined as any influence that induces a school system contract on any basis other than the merits of the matter.

COVENANT AGAINST CONTINGENT FEES

- a. The Contractor warrants that no person or agency has been employed or retained to solicit this contract upon an agreement or understanding for a contingent fee except a bona fide employee or agency. For breach or violation of this warranty, HCPSS shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or otherwise recover the full amount of the contingent fee.
- b. "Bona fide Agency" as used in this clause means an established commercial or selling agency maintained by a Contractor for the purpose of securing business, that neither exerts or proposes to exert improper influence to solicit or obtain HCPSS contracts nor holds itself out as being able to obtain any HCPSS contract through improper influence.
- c. "Bona fide Employee" as used in this clause means a person employed by a contractor and subject to the contractor's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain HCPSS contracts nor holds out as being able to obtain any HCPSS contract through improper influence.
- d. "Contingent Fee" as used in this clause means any commission, percentage brokerage or other fee that is contingent upon the success that a person or concern has in securing a HCPSS contract.
- e. "Improper Influence" as used in this clause means any influence that induces a HCPSS employee to give consideration or to act regarding a HCPSS contract on any basis other than the merits of the matter.

DISPUTES

- a. Except as otherwise provided in this contract, any Dispute concerning a question of fact arising under this contract which is not disposed of by agreement, shall be decided by the Director of Purchasing shall be final and conclusive unless within 30 days from the receipt of such Decision the Contractor furnishes to the Director of Purchasing a written appeal addressed to the Director of Purchasing. The Decision of the Director of Purchasing or a duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting Judicial review of any such Decisions to cases where fraud by such Official or the representative of such Official is alleged: Provided, however, that any such Decision shall be final and conclusive unless the same is fraudulent, capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
- b. Pending final decision of a Dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Director of Purchasing's decision.
- c. This Disputes Clause does not preclude consideration of questions of law in connection with Decisions provided for in paragraph (a.) above. Nothing in this contract, however, shall be construed as making final the Decision of any Administrative Official or representative on a question of law.

DISCOUNT FOR PROMPT PAYMENT

In connection with any discount offered for prompt payment, time shall be computed from the date of completion of and acceptance of Services. For purposes of computing the Discount earned, payment shall be considered to have been made on the date the HCPSS check was mailed.

EXTRAS

Except as otherwise provided in this contract, no payment for Extras shall be made unless such Extras and the price, therefore have been authorized in writing by the Director of Purchasing.

ASSIGNMENT OF CLAIMS

- a. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- b. Any assignment or reassignment under this Clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one part, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this contract.

LATE BIDS, MODIFICATIONS OR WITHDRAWAL OF PROPOSAL/BIDS

- a. Submissions are to be submit electronically in accordance with the instructions provided in the invitation notice. Any Proposal/Bid received after the exact time specified for receipt will not be considered unless:
 1. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for Bid receipt, or
 2. It was sent by mail and HCPSS determines that late receipt was due solely to mishandling by HCPSS after it was received.
- b. Any modification or withdrawal of Proposal/Bid is subject to the same conditions as in (a) above. A Proposal/Bid may be withdrawn by a Bidder or authorized representative but only if the withdrawal is made prior to the exact time set for the receipt and opening of Bids.

EQUAL OPPORTUNITY

During the performance of this contract the Contractor certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that this policy shall be included in all solicitations or advertisement for employees during the term of this contract.

UNNECESSARILY ELABORATE CONTRACTOR PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond that sufficient to complete an effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor wanted.

ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order:

- a. The RFP and scope of services;
- b. Terms and conditions of this solicitation;
- c. General provisions; and
- d. Other provisions of the contract when attached or incorporated by reference.

TERMINATION FOR CONVENIENCE OF HCPSS

The Director of Purchasing, by written notice, may terminate this contract in whole or in part, when it is in HCPSS's interest. If this contract is terminated, HCPSS shall be liable only for payment, under the payment provisions of this contract, for services rendered before the effective date of Termination.

OPTION TO EXTEND SERVICES

HCPSS may require continued performance of any Services within the limits and at the rates stated in the Offeror's Proposal. The Director of Purchasing may exercise the Option by written notice to the Contractor within the period specified in the Schedule.

OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The initial term of the contract shall be for a period of three (3) year term with the options to extend the contract for five (5) additional one-year periods one year at a time. Extensions will be by written notice to the Contractor within the time specified in the Specifications; provided that HCPSS shall give the Contractor a preliminary written notice of its intention to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit HCPSS to an extension.
- b. If HCPSS exercises this Option, the extended contract shall be considered to include this Option provision.
- c. The total duration of this contract, including the exercises of any Options under this Clause shall not exceed eight (8) years.
- d. Performance of work after termination date: The contractor acknowledges that due to the nature of services, the performance of work may be required after the official end date as long as the assignment of such work was made prior to the end date. This will allow for the transition of information, filing of any reports or return of any data.

CHANGES

The Director of Purchasing may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of the time required for performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 calendar days from the date of receipt by the Contractor of the notification of change. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

MULTI-AGENCY PARTICIPATION

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

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awardee.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SEVERABILITY

In the event any portion of this solicitation/contract is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of HCPSS to sever only the invalid portion or provision, and that the remainder of the solicitation/contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation/contract (ordinance), or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of HCPSS in entering into this solicitation/contract.

SUFFICIENT APPROPRIATIONS

HCPSS's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by HCPSS for the performance of this Contract. HCPSS's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this solicitation/contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of HCPSS and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

CONTRACTOR PERFORMANCE

The awarded contractor will be evaluated at least annually for their performance utilizing the criteria identified in Appendix A. This provides both HCPSS and the Contractor an opportunity for constructive and continuous improvement.

Data Ownership and Reporting

Contractor agrees that any data provided under this Agreement remains the property of the HCPSS and that the HCPSS may request reports from time to time based on this data at no cost to the Employer.

PART III SUBMISSION INSTRUCTIONS

ISSUING OFFICE:

The Issuing Office Is:
Howard County Public School System
c/o Douglas Pindell, Director of Purchasing
10910 Clarksville Pike, (MD State Route 108)
Ellicott City, MD 21042

DUE DATE AND TIME:

Electronic submissions are due by the date and time indicated in the Invitation notice.

PRE SUBMISSION MEETING

There will be a non-mandatory Pre-Submission meeting on **March 3, 2021 at 3:00 PM**. This will be a virtual meeting. The specific web invitation will be posted by addendum.

Timeline

Solicitation Posting and Availability	February 17, 2021
Pre Bid Meeting	March 3, 2021
Submission Due Date	March 17, 2021
Evaluations and/or Best and Final Request	March-April
Board of Education Recommendation	April 15, 2021
Service Commencement Date	June 1, 2021

The dates above are anticipated but may be modified.

COST PROPOSAL SHEET

Firms submitting a proposal shall include a Cost Proposal section that outlines the fee structure for the services to be provided. The pricing must be clear and acknowledge that the amount includes all services outlined in this RFP. The Cost Proposal sheet should itemize the annual fee for services and the separation of all associated fees with the scope of services described under **BENEFITS CONSULTING SERVICE REQUIREMENTS**, item #2, (f) Dependent Eligibility and #10, c.) ACA Forms.

CONFIDENTIALITY

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

In the event HCPSS receives a public information request for records related to this RFP, the school system may contact respondents if it believes a portion of this submittal could be considered confidential under the Maryland Public Information Act or other applicable state and federal law. Once contacted, respondents will be asked to submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Final decisions for releasability are the responsibility of HCPSS based on available information at the time of receipt of the public information request.

Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, respondents should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.

Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

SCOPE

The Howard County Public School System requests proposals for a qualified employee Benefits Consultant to review and evaluate the School System's ongoing employee benefit programs to assure that such programs comply

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with all Federal, State, and Local laws, regulations, and rules. The consultant will also be utilized to assess the cost-effectiveness of programs, offer alternatives for evaluation, recommend changes that are in the School System's best interest and its employees, and negotiate with insurance providers when directed. The consultant is expected to advise on any current trends or innovative programs of interest to or benefit HCPSS. Specific consulting services needed on an ongoing basis will focus on the following areas relating to the comprehensive employee benefit plan.

BENEFITS CONSULTING SERVICE REQUIREMENTS

1. PROPOSAL PREPARATION, SOLICITATION, AND EVALUATION:

- (a) Attend pre-bid meetings, disseminate HCPSS information requested as a part of the bid, review the responses received, prepare, and assist in making a quantitative and qualitative analysis of the bid respondents to include but not limited to:
 - (i) A written report documenting findings and conclusions; Provide a summary of bid responses, supporting analysis, and recommendations.
 - (ii) A spreadsheet itemizing each bidder's net costs.
 - (iii) An analysis of companies submitting proposals.
 - (iv) A recommendation to purchase.
 - (v) Assist staff in the preparation of documentation for presentation to the Board of Education.

2. GROUP INSURANCE PLANS

- (a) Provide plan design recommendations:
 - (i) Assist in evaluating plan design alternatives for funding options,
 - (ii) Provide recommendations for possible redesign of the benefit offerings, if requested,
 - (iii) Include actuarial impact of any proposed plan changes,
- (b) Manage vendor performance and coordinate quarterly review of vendors with client.
- (c) Complete costs analyses.
- (d) Propose recommendations for savings.
- (e) Provide alternative medical plan options for consideration.
- (f) Complete ongoing Dependent Eligibility Audits. This includes various forms of employee communication including emails, mailings, collection of verification documents, tracking of documents and notification to employees and monthly status reports on the verifications conducted, for example; completed, in progress, not complete.

3. PHARMACY BENEFITS

- (a) Provide plan design recommendations and propose cost savings as a result, to include supporting data for plan analysis.
- (b) Recommend programs that will provide plan savings, and provide supporting documentation.
- (c) Audit rebate calculations and performance guarantees as dictated by vendor agreements.
- (d) Prepare reconciliation for any performance guarantees not met.

4. BUDGETING

- (a) Make recommendations for annual pricing, budget development, and determination of employee and retiree contribution amounts and prepare annual six-year projections to be used for planning purposes.
- (b) Prepare annual Incurred But Not Reported (IBNR) analysis for annual financial reports.
- (c) Assist in evaluating plan design alternatives for funding options and provide recommendations for the possible redesign of the benefit offerings, including the actuarial impact of proposed plan changes.
- (d) Provide on-going financial monitoring of plan expenditures for benefits.

5. ACTUARIAL SERVICES

- (a) Make recommendations for annual pricing, budget development, and determination of employee and retiree contribution amounts and prepare agency-specific annual six-year projections to be used for planning purposes.
- (b) Provide total Retiree Drug Subsidy (RDS) services to include filing of application, retiree census upload, reconciliation, and request payment with CMS.
- (c) Provide GASB calculation upon request.
- (d) Provide HCPSS Patient Centered Outcomes Research Institute (PCORI) fee calculations for

each of the calculation methods under the Patient Protected and Affordable Care Act (PPACA), by May of each year and assist with completion of IRS Form 720.

6. REPORTING

- (a) On an annual basis, provide the following reports:
 - (i) Actuarial & proposed rate changes,
 - (ii) Benchmarks & Comparisons,
 - (iii) Performance Data and Implications for the Future.
- (b) On a quarterly basis, provide the following reports:
 - (i) Vendor Review/Scorecard.
- (c) Monthly, provide the following reports:
 - (i) Executive Report to include:
 - 1. Claims-To-Date for each vendor by plan
 - 2. Enrollment (Employee, Retiree, and associated member count for each)
 - 3. Projected costs compared to actual expenditures
 - 4. Medical claims over \$100k per plan
 - 5. Administrative costs by vendor
 - 6. Total paid medical claims Rx by vendor versus total paid claims
 - 7. Any other information considered valuable to HCPSS,
 - (ii) Projected Claims for the Fiscal Year,
 - (iii) Key Performance Indicators.
- (d) Provide on-going financial monitoring of plan expenditures for benefits, rebates, and other revenues compared to actuarial projections for the fiscal year.
- (e) Other Adhoc Reporting requested, either due to specific plan or population needs, or changes in health insurance related legislation.

7. MEETINGS

- (a) Weekly status call with HCPSS benefits team
- (b) Monthly
 - (i) Review the Executive Report
 - (ii) HCPSS Benefits Advisory Committee
- (c) Quarterly Plan Reviews
- (d) Annual Plan Reviews and comparison to prior years
- (e) Other Meetings as needed

8. RENEWALS AND NEGOTIATIONS

- (a) Assess the appropriateness of vendor-proposed renewal rates in relation to industry and other similarly situated school systems.
- (b) Assess the impact of renewal rates on HCPSS' budget.
- (c) Provide negotiation services on behalf of the school system as related to employee benefits vendors.

9. OPEN ENROLLMENT

- a. Prepare annual Employee and Retiree Benefits Guides and associated communication materials, and distribute.
- b. Assist with coordination of vendors for Benefits Fairs, whether virtual or in-person.

10. FEDERAL AND STATE LAWS COMPLIANCE MONITORING /REPORTING

- a) Complete Summary Plan Documents (SPDs) and maintain as needed.
- b) Assist HCPSS in maintaining a strategy for addressing initiatives related to the Patient Protection and Affordable Care Act (PPACA) or any other proposed healthcare legislation
- c) Complete ACA Reporting/Tracking including preparation and distribution of all ACA related forms and submission of files to the IRS (Form 1094 and 1095-B/C E-filing).
- d) Communicate all compliance information issued by the IRS, and complete any reporting as necessary.

CURRENT PLANS, ELIGIBILITY AND STRUCTURE

1. Current Benefits Plan Options

Details of the current HCPSS employee benefits can be found at the following link:

<http://www.hcpss.org/employees/benefits/>

HCPSS offers self-funded medical plans with two HMOs and one PPO; Rx through Express Scripts PBM. Voluntary benefits include a vision plan, a dental HMO and PPO; Dependent Care & Health Care FSA; Life & Disability; and an employee assistance plan. HCPSS also offers its employees an award winning employee wellness program,

There are no benefit changes expected in 2021.

2. Benefits Eligibility and Structure

Details of benefit structure and eligibility for active employees and retirees can be found within the HCPSS Benefits Guides at the following link:

<https://www.hcpss.org/f/employees/benefits/benefits-enrollment-guide-2021.pdf> and

<https://www.hcpss.org/f/employees/benefits/retiree-benefits-enrollment-guide-2021.pdf>

General

1. Please provide name and contact information of the person responsible for completion of the submission.
2. Please provide a company history including year established, public or private and location of corporate & local office(s).
3. Is the entire operation housed in the same location? If not – describe how your teams work together to service your clients.
4. Describe any relevant active, pending or expected litigation or investigation by a regulatory authority in which your organization is currently involved or has been involved in the past 3 years.
5. Describe the form of professional liability or errors and omissions insurance carried by your company and the amount of coverage.
6. Describe key accomplishments or industry firsts for the company.
7. What makes your organization unique from other organizations that may submit proposals for our consideration?
8. Please indicate if your organization subcontracts with or has a strategic alliance with any outside parties. If yes, please identify the subcontractor and the service being performed.
9. Provide a description of the team that would be assigned to the Howard County Public School System account. Please include an organization chart, roles, responsibilities, and biographies.
10. Are you able to deliver the scope of services described above? If yes, please affirm in this section. If not, please itemize the services that you are **NOT** able to provide.

Benefits Consulting

1. Describe in detail your services and process around Pharmacy Benefits Management (PBM) and PBM contract reviews.
2. What actuarial resources do you have available as a firm? Please define if these are in house resources or are outsourced.
3. Describe your project management process and tools that you utilize?
4. Please detail any other competencies or tools that help your organization stand out from your competitors and better serve Howard County Public School needs.
5. Please provide sample Executive Reports for benefits management.

Communications

1. Detail how you develop a benefits communication strategy with your clients.
2. Please provide sample Benefit Guide or other similar communication tools used for Open Enrollment.
3. Please describe any innovative approaches or applications you have successfully used for benefits communications.
4. How can you assist in facilitating employee enrollment and/or other educational meetings?
5. Please describe successful communication strategies you have deployed.
6. What languages can you offer for client communication pieces?

Compliance Service & Support

1. Explain your process for remaining abreast of legislative and regulatory developments on federal and state levels. How do you communicate any news and /or changes to clients?
2. Do you have in house legal advisors who provide basic health and welfare and regulatory advice to clients? If so, at what point is there an additional fee for these services.
3. Please describe how you can assist for Howard County Public Schools System with compliance with and preparation for Health Care Reform.

Data Analytics & Reporting

1. Describe any specialized tools or databases your firm uses to assist with benefit plan design, cost, and/or employer contribution benchmarking.
2. Describe what analytics capabilities/tools your firm has to determine cost drivers and utilization as well as to identify savings opportunities.
3. Please describe your benchmarking capabilities.
4. Please describe in detail the reports provided to clients on a monthly/quarterly basis. Include any reporting/review done in conjunction with the benefit providers.
5. Describe your process and internal capabilities for conducting claims and operational audits of administrative vendors.
6. What internal resources do you use for conducting clinical audits of disease management, wellness, or other health care vendors?
7. What resources do you use to analyze medical and pharmacy claims?
8. Describe or include any tools you make available for employers to use in measuring wellness program effectiveness, program enhancements, and measures of program value to an organization.
9. What data warehouse services do you make available to your clients?

Benefits Audits

1. Please list categories of dependents and rules related to those dependents and how those are defined on your system?
2. Describe how you detect and communicate to an employee that a dependent is going to be termed for age before the event occurs.
3. How does your firm assist with technical questions with regard to COBRA, HIPAA, ADA, and IRC Section 125; and with informing our organization of legislative changes and take proactive steps to help address them?

APPENDIX A
CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

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

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

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

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

Name of Contractor: _____

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

Reviewed by: _____ **Department:** _____

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

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

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

Satisfaction with the contractor's performance:

	Highly Dissatisfied	Highly Satisfied
1. Quality of Work. The contractor's ability to do the job right the first time.	1 2 3 4 5 6 7 8 9 10	N/A
2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs.	1 2 3 4 5 6 7 8 9 10	N/A
3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees.	1 2 3 4 5 6 7 8 9 10	N/A
4. Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.	1 2 3 4 5 6 7 8 9 10	N/A

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

Please summarize the contractor's overall performance based on the scores for the performance indicators noted above:

Please return the completed survey by email to: dpindell@hcpss.org or fax (410) 313-6789
Thank you for your prompt assistance.

**APPENDIX B
STANDARD CONTRACT**

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # 017.21.B1

THIS AGREEMENT is entered into this ____ Day of _____ 2021, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and

_____ Contractor, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #017.21.B1 issued by the Board and has been selected to perform professional 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 as needed and assigned; and

WHEREAS, this Agreement shall be administered by the Contract Manager or such other persons designated by The Board of Education.

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

Request for Proposal No. 017.21.B1, and _____ (contractor name) proposal dated _____ date.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #017.21.B1, whose provisions for professional services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin upon award for a period of three (3) years. The contract will have the ability to renew for five (5) years, one (1) year at a time. Funding after the first fiscal year will be subject to budget authority and appropriation.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

(1) The Contractor shall receive compensation within 30 days of invoice date.

1. Payment shall be made in accordance with the provisions set forth in section 5.1.

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.

BOARD OF EDUCATION OF HOWARD COUNTY

Signature:

_____, Chair

Date

Board of Education of Howard County

Signature:

Michael Martirano, Ed. D.,

Date

Superintendent of Schools

Firms Signature:

Authorized Person at Firm

Date

Print Name

Typed

Title

Company Name

Address

City,

State

Zip

Telephone

Fax

WITNESS:

By:

Signature

Date

Print Name



**EMPLOYEE DATA SHARING AGREEMENT:
APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS AND VENDORS**

This Amendment is an agreement between [Name of Company] ("_____" "VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on _____ and ending on _____.

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 Terms of Service (TOS) of all agreements between the parties ("Current Contracts") are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Definition of "Data":** Non-public information, including all Personally Identifiable Information (PII), and information related to students, employees, metadata, and user content.
- B. **Definition of "Personally Identifiable Information" (PII):** Information that reasonably could lead to identification of an individual either directly or in conjunction with other available information, including, but is not limited to, a person's name and/or identification number, date of birth, race/ethnic or other demographic information, personal address, and identification of school or other work location.
- C. **Definition of Employee Data:** Information pertaining to an individual employee's, agent's, contractor's, or subcontractor's personal information, financial information, social security number, health insurance, work performance, demographic data, evaluations, family data, education, training, professional licenses and all other similar information of a confidential nature prohibited from public disclosure, unless otherwise available under applicable state and federal laws and regulations.
- D. **Definition of Confidential Information:** Information, not generally known, and proprietary to VENDOR or CLIENT or to a third party for whom VENDOR or CLIENT is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of VENDOR or CLIENT. Confidential Information includes all information which VENDOR or CLIENT acquires or becomes acquainted with during the period of the Agreements, whether developed by VENDOR, CLIENT or others, which VENDOR or CLIENT has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual employee, agent or contractor and information within the definition of "Employee Data." The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of CLIENT to VENDOR; (ii) all information provided by VENDOR to CLIENT pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.
- E. **Data Collection and Use:** VENDOR will only collect and use CLIENT Data for the purpose of fulfilling its duties and providing services under the Current Contracts and this Agreement (hereinafter collectively

referred to as “the Agreements”), and for improving services under the Agreements.

1. Specific Data Shared Under this Agreement
 - i. All employee PII data
 - ii.
- F. **Use of Confidential Information:** In performing services under the Agreements, VENDOR and CLIENT may be exposed to and will be required to use certain “Confidential Information”, as defined below. VENDOR and CLIENT along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in the Agreements.
- G. **Maintenance of Confidentiality:** Any Confidential Information acquired or received by either party (the “Recipient”) in the course of the Agreements will not be disclosed or transferred to any person or entity other than to employees of a party and, as to VENDOR, for the purpose of performing its obligations under the Agreements. Confidential Information received under the Agreements will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of the Agreements and to make no copies except as necessary for performance of the Agreements. Any confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance except as set forth in paragraph G.2 below.
 1. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate and/or complete compensation could not be obtained from damages in an action at law alone. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information by the Recipient shall give the other party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys’ fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.
 2. Upon termination or completion of the Services hereunder, upon request of CLIENT, VENDOR will deliver to CLIENT (in a VENDOR format) CLIENT’s Confidential Information as housed in VENDOR production database(s), provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes and VENDOR may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. VENDOR shall remain under its contractual obligation of confidentiality and security to CLIENT and such obligations shall survive termination of the Agreement. This Section shall survive the termination of each of the Current Agreements and this Agreement.
- H. **Data De-Identification:** VENDOR may only use de-identified CLIENT Data for product development, research, or other internal purposes. De-identified Data will have all PII removed. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- I. **Data Mining, Marketing and Advertising:** VENDOR is prohibited from mining PII 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 HCPSS employees, agents, and contractors or their families is prohibited. Any and all forms of advertisement, directed towards HCPSS students, parents, guardians, HCPSS employees, agents, and contractors is strictly prohibited unless allowed with express written consent of HCPSS.**

- J. **Modification of Terms of Service:** VENDOR will not change in any way how Data are collected, used, or shared under the terms of the Agreements without advance notice to and written consent from CLIENT. The Agreements are the entire agreements between CLIENT (including all CLIENT end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with HCPSS employees or other end users are superseded by this Employee Data Sharing Agreement.
- G. **Data Sharing:** VENDOR will not share CLIENT data, with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR, without prior specific and informed written consent of the CLIENT, except as required by law.
- K. **Data Storage:** CLIENT Data will not be stored outside of the United States without prior, specific and informed written consent from CLIENT.
- L. **Terms, Data Transfer, Survival and Destruction:** CLIENT may immediately terminate this Data Sharing Agreement if CLIENT determines VENDOR has breached the Agreements. Each of the Agreements will automatically terminate at their expiration date, except for VENDOR's continuing obligations set for in G.2 above.
- M. **Rights and License in and to Data:** All goods, products, materials, documents, reports, writings, video images, photographs, papers, and intellectual property of any nature including software or computer images prepared by VENDOR (or subcontractors) for the CLIENT or from client-provided material will not be disclosed to any other person or entity and remains the property of the school system. VENDOR has a limited, nonexclusive license to CLIENT Data solely for the purpose of performing its obligations as contained in the Agreements. The Agreements do not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreements, including any right to sell or trade such Data.
- N. **Access:** Unless expressly prohibited by law, VENDOR will notify CLIENT as soon as possible, but in no event later than 10 calendar days of receipt by VENDOR, of any subpoenas, warrants, or other legal orders, demands or requests, including audits, and governmental requests and demands, received by VENDOR seeking CLIENT Data. If CLIENT receives a similar request, VENDOR will promptly supply CLIENT with copies of records or information if required by CLIENT to respond.
- O. **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 PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information; and 4) dispose of PII and Confidential Information in a secure manner.
 - 1. To comply with VENDOR security control and confidentiality obligations, 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 Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, 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 security controls, systems and procedures.

2. VENDOR will remediate any identified security vulnerabilities in a timely manner. VENDOR also will have a written incident response plan, to include prompt notification of HCPSS in the event of a breach of security, as well as best practices for responding to a breach of PII and/or Confidential Data. The VENDOR agrees to share its incident response plan upon request.
- P. **Data Breaches:** When VENDOR has actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") VENDOR shall notify CLIENT in writing, as soon as commercially practicable, but not later than forty-eight (48) hours after the Incident, unless it is determined by law enforcement that such notification would impede or delay their investigation. If such a determination is made by Law enforcement, then 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 have actual or constructive knowledge of an Incident if VENDOR, through an employee or agent, has actual knowledge that there has been an Incident or if VENDOR, through an employee or agent, has reason to believe that an Incident has occurred, based on facts or circumstances, including unexpected or unexplained acts or omissions. The VENDOR shall promptly take appropriate action, at VENDOR's expense, to remediate the Incident and mitigate future risk of a future Incident. In the event an Incident damages or causes loss of CLIENT Data, VENDOR shall, at its sole cost and expense, fully repair or restore the CLIENT Data, including, without limitation any and all Confidential Information, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- Q. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreements. Further, all employees and subcontractors as agents of VENDOR are subject to the same compliance with federal and state employment laws as VENDOR and should receive appropriate training, including confidentiality requirements contained in the Agreements and in federal and state laws.
- R. **Sex Offender Requirement:** Maryland law requires certain sex offenders to register with the local law enforcement agency. See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

Maryland Law 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. As a contractor working for HCPSS, you are prohibited from employing Registered Sex Offenders to work on projects for the school system if they are required or permitted to perform delivery, installation, repair, construction, or any other kind of services **on HCPSS property.**

VENDOR shall screen its work-forces 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 any personnel whose work may involve entering school property. The term "work force" is refers to all of the VENDOR's employees and to subcontractors and/or independent contractors VENDOR engages to perform work required by the Agreements. This is a material provision of the Agreements with VENDOR and violation of this provision may cause HCPSS to take action against VENDOR up to and including termination of the Agreements.

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.

VENDOR shall submit to HCPSS a listing of any employees assigned to perform work under the Agreements and shall certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

- S. **Governing Law:** The Agreements 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 the Agreements shall be brought solely in the appropriate Maryland Court.
- T. **Compliance:** In addition to complying with the confidentiality requirements herein and the Maryland Code sections cited above, VENDOR shall ensure that it complies with federal and state laws protecting the privacy of employee personnel records, including an employee's personal information included in the definition of "personal information" in the General Provision Article, Section 4-101.
- 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.
- V. **Indemnification:** VENDOR agrees to indemnify and hold harmless CLIENT, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under the Agreements. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement, or any liability resulting from the unauthorized disclosure of PII or Confidential Information, or a breach of the obligations contained in this Data Sharing Agreement, including those obligations set forth in paragraph S above. The indemnities set forth herein will survive the expiration or termination of the Agreements.

CLIENT agrees to indemnify and hold harmless VENDOR, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action arising out of the intentional or malicious acts of CLIENT or its employees, subcontractors, or agents under the Agreements. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement. Nothing herein shall be construed to abrogate, impair or waive any defense, liability or damages limitation, or governmental immunity of the Howard County Public School System, the Board of Education of Howard County, or their officers and employees pursuant to Maryland law or otherwise. The indemnities set forth herein will survive the expiration or termination of the Agreements.