



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

**Request for Proposal No. 065.21.B5
For
Cloud Hosting Services Solution**

SOLICITATION SCHEDULE

Event	Date
Bid Advertised	August 30, 2021
Pre-Bid Conference	September 9, 2021, 1:00 pm EST
Last Date for Questions	September 17, 2021
Bid Due	September 24, 2021 1:00 pm EST
Expected Board Approval	November 2, 2021



Office of Purchasing
10910 Clarksville Pike, Ellicott City
Maryland 21042-6198
(410) 313-6722, fax (410)
313-6789

REQUEST FOR PROPOSALS

Cloud Hosting Solution Services

RFP No. 065.21.B5

To All Interested Services Contractors:

The Howard County Public School System (HCPSS) invites your bid to provide a cloud hosting services solution in accordance with BID No. 065.21.B5. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, **until 1:00 P.M. on September 24, 2021.**

RFP documents may be obtained on **Monday, August 30, 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** will be held on **September 9, 2021 at 1:00 P.M.** **Specific instructions for registration information are located on page 6, Section 1, item 1.3 of the solicitation.** Howard County Public School System staff will explain the scope of work. Attendance is not mandatory; however, it is highly recommended. Questions may be submitted afterwards to the project contact listed above.

Submittals shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Friday, September 24, 2021 at 1:00 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.

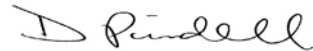
It is the bidder's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder 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, no later than 12:00 P.M., Friday, September 17, 2021 to the contact above. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. 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 is under no obligation to respond to any questions that are received after the cutoff date and time. 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,

A handwritten signature in black ink, appearing to read "D Pindell".

Douglas
Pindell
Director of
Purchasing

Email: dpindell@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL
SYSTEM

10910 Clarksville Pike (MD Route 108)
Ellicott City, Maryland 21042

NO BID REPLY FORM

Solicitation For: Cloud Hosting Services Solution

Solicitation Number: 065.21.B5

Bidder: _____

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received an invitation but does not wish to submit state their reason(s) below. This form may be faxed to (410) 313-6789.

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

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Sealed Bid document. Our objections are:

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

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

Introduction and Background

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

HCPSS School System Tax Identification.

Federal Tax Id:	52-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	52-73-0257k

Human Resources

HCPSS employs over 8,500 full and part-time regular employees in addition to a large number of temporary and seasonal employees. Approximately 400-500 employees (full-time and regular part-time) are hired each year with an average of 3,000 applications received. The Office of Human Resources is responsible for the recruitment and hiring of all staff in collaboration with other HCPSS offices.

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

SECTION 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.

Douglas Pindell
Purchasing Office
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
Phone: (410) 313-6722
Fax: (410) 313-6789
Email: dpindell@hcpss.org
<http://www.hcpss.org/about-us/purchasing/>

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual referenced. Questions shall be submitted in writing via email to the contact above. Inquiries will receive a written reply via addendum. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP. It is HCPSS's intent to post all addenda in accordance with the Solicitation Schedule. Please see the cutoff for questions on the cover page.
3. Pre-Proposal Conference. A Pre-Proposal Microsoft Teams Web Conference will be held in conjunction with this RFP. To obtain access to the pre-proposal conference, [please sign up using this online form](#). See the Solicitation Schedule on the cover of this document for date and time. After the pre-proposal meeting, questions and concerns shall be sent via email to the contact above. Answers to questions that substantially affect RFP responses will be issued via addendum.
4. Bid Submittal Process
 - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 4.2. Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Invitation to Bid to BidsandProposals@hcpss.org in order to be considered for this project/service. Responses that are cumulatively larger than 75MB shall be compressed in a .zip file.
 - 4.3. Email subject lines, folders names, and file names shall begin with "RFP 065.21.B5 - Company Name". In the body of the email please include Offeror's contact person's email and cell phone number.
 - 4.4. Electronic signatures, scanned or e-signature, will be accepted. By providing bids electronically to HCPSS, Bidders grant HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
 - 4.5. To determine timeliness, the time "received" by HCPSS will be verified by the time stamp on HCPSS's email server. Bids arriving after the due date and time will not 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 Attachment G Exceptions and Clarifications and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for HCPSS, and a description of the advantage to be gained or disadvantages to be incurred by 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 RFP Response. 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. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
19. Signing of Forms. A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws,

duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

20. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.
21. Signature. Attachment A Bid/Proposal Affidavit shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
22. Resolution of Disputes.
 - 22.1. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 22.2. Protests shall be filed in writing to the Purchasing Office prior to the Board of Education award of the contract award. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
 - 22.3. Protests shall be addressed to Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Doug Pindell, Director of Purchasing, 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/Offendor'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 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 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 Contractors 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/drugfree 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- 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.
 - 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 – Sign-in Procedures. 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 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 and a company issued ID with company name/logo matching driver's license or photo ID in their possession at all times. Contractors may be 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, contact the

Purchasing Office, Howard County Department of Education (410) 313-6644.

- 11.2. Any resulting Contract is cancelable in the event of a violation of 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 Contractor(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 Contractor(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
 - 1.2. 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 from the date of contract execution through June 30, 2024.
3. HCPSS Project Manager. HCPSS will designate a staff member to act as coordinator ("Project Manager") between HCPSS and the Contractor. Throughout the period of the Contract, copies of all correspondence, work products, specifications, estimates, and other materials prepared by the Contractor should be directed to the Project Manager and/or to any other HCPSS personnel designated by the Project Manager. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Contract shall be made only with the prior knowledge and concurrence of the Project Manager or designee.
4. Work Hours. Work performed on HCPSS premises shall be performed during HCPSS normal working hours. See HCPSS School Calendar at <http://www.hcpss.org/calendar>. For scheduled holidays and school closings, see HCPSS System Calendar at <https://www.hcpss.org/schools/opening-and-closing-times>.
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, including primary sub-contractor personnel hired by the Contractor, shall be reported to HCPSS in writing as they occur.
6. Billing and Payment.
 - 6.1. The contractor shall submit invoices to the attention of the selected Project Manager or designee, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042.
 - 6.2. Invoices shall contain the following information:
 - 6.2.1. Contract Number
 - 6.2.2. Purchase Order Number
 - 6.2.3. Customer Name and Address
 - 6.2.4. Description of service invoiced
 - 6.2.5. Total due
 - 6.2.6. Itemized Monthly or Annual Recurring Charges with Billing Period if applicable.
 - 6.3. 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.

6.4. 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, 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:
25. Network/Data Security. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained when applicable.
- 25.1. Specific activities include, but are not limited to:
- 25.1.1. 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.
- 25.1.2. Assessment of the contractor's security and privacy controls including HCPSS's security and privacy requirements in the agreement.
- 25.1.3. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.
- 25.2. The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party. Contractor shall:

- 25.2.1. 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;
- 25.2.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and
- 25.2.3. 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.
- 25.2.4. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 25.2.5. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

25.3. 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.

25.4. HCPSS or an appointed audit firm, has the right to audit Contractor and its sub-Contractors 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.

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 HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

SECTION 4 SCOPE OF WORK

1. Project Scope.

Purpose

HCPSS uses Edupoint Educational Systems, Inc.'s ("Edupoint") Synergy® Student Information System ("Synergy") to process and manage its student information. HCPSS's contract with Edupoint for its Synergy® Student Information System ends on June 30, 2024. Currently, Synergy runs on physical servers in HCPSS's on-premises data center. The scope of this project is to take Synergy Student Information System Environments to the Amazon Web Services (AWS) Cloud Environment.

HCPSS has approximately 58,000 students, 125,000 parents and 6,000 staff that access this system.

Configuring and Moving Current Environments to the AWS Cloud

The contractor will determine the specifications for and configuration of the computing resources system sizing (number and type of web servers, application database server and load balancer) based on the processing and storage needs of HCPSS, using commercially reasonable methods and historical data from other similarly sized school districts. The contractor must configure the AWS environment so that all load balancer, web, and process servers are in the same availability zone in the same region. The contractor will review this configuration with HCPSS before implementation.

The current Synergy environment in the HCPSS data center is as follows (all servers are from Dell):

- Current Production Environment
 - o Synergy Prod has 13 web servers (PowerEdge R420)
 - o 5 Process servers (PowerEdge R440)
 - o 2 Database (DB) servers (PowerEdge R440)
 - o 2 Report servers (PowerEdge R430)
 - o 2 Storage array (EqualLogic PS5100XV)
- Current Test Environment
 - o 1 DB server (PowerEdge R420)
 - o 1 Web server (PowerEdge R420)
 - o 1 Process server (PowerEdge R420)

The contractor must ensure that during configuration, the following requirements are included:

- Contractor will provide all SQL Server Licenses and Windows OS Licenses
 - o Windows Server 2019
 - o Microsoft SQL Server 2017
- Must be able to integrate with HCPSS network
 - o Must be available to interact with interfaces that will be run on an HCPSS maintained AWS cloud server in a different HCPSS AWS security zone
 - o Must be available to interact with interfaces that will be run on HCPSS on premises servers
 - o Interfaces will need access to Synergy DB
- Following Synergy modules must be moved to AWS:
 - o Synergy Core
 - o Synergy ParentVue
 - o Synergy StudentVue
 - o HCPSS Customizations
 - Custom .net pages
 - Custom DB objects
- Provide services to migrate HCPSS current Synergy system to the vendor hosted AWS site
- Must ensure Synergy continues to integrate with the current HCPSS Single Sign On (SSO)
- Provide URLs and DB connection information for testing before go-live
- After testing but before go-live provide configure HCPSS's firewall setup
- Must allow HCPSS to create test, development, and training environments with a duplication of data from the Synergy production DB
- Current Production DB size is 1.2 TB. We will need four (4) additional TB for expected DB growth.

- HCPSS will need backend access to the Synergy SQL Server DB to be able to run scripts to modify the DB objects such as tables, stored procedures, views, functions, triggers, linked servers, SQL jobs, and users after AWS cloud environment is live.
- As part of the AWS Cloud environment, the contractor must also provide a work server 15 core 64 GB RAM 600 GB in the cloud for HCPSS to use for integrations, reporting, and interfaces.
- There are peak times when activity can be very high during enrollment, grading, and quarterly report cards. Synergy has been customized for HCPSS needs so it is critical that all HCPSS customizations move to AWS and continue to work correctly.
- Must provide all hardware, hardware maintenance and replacements in the hosted solution

Backups

The contractor will provide monthly snapshots of the web, process, and load balancer servers. These snapshots will need replication to a different geographical region. The contractor will also need to provide monthly full SQL database backups that should be stored on long-term storage in a different geographical region. Log and Daily Differential backups should be stored in the same region and availability zone. The contractor will provide backup data sets that will be available via a scheduled FTP transfer to a location specified by HCPSS. The vendor must provide written documentation of backup/disaster recovery capabilities.

Support System Performance

The contractor needs to continually monitor uptime, network response, CPU load, memory utilization, disk space utilization, page file utilization, SQL service (applicable server), process server service (applicable server), web server service (applicable server), web site response (applicable server), and many other system-level metrics of the district's environment. The contractor will proactively notify HCPSS of any disruption of service and the contractor will actively monitor system metrics in order to identify additional resources necessary to ensure a responsive user experience.

Zones and SQL Availability

The contractor shall provide high availability SQL on the same Availability zone with synchronous commit. The contractor will also provide SQL Always On Availability Group (AG) using Synchronous-commit with Automatic Failover. To lower the Recovery Time Objective (RTO), the contractor will also provide a second SQL server instance in the same Availability Zone (AZ) in the same region, which will provide Synchronous commit with Automatic Failover. The recovery point objective (RPO) is the maximum-targeted period in which data may be lost due to a major incident (the maximum time between backups). The required RPO for the HCPSS cloud-hosting environment is 15 minutes.

Availability of Services

Required

Provide a 99.99% uptime outside of scheduled upgrade service windows.

Advance Downtime Notice

HCPSS will require advanced written notice of any required downtime for maintenance or other scheduled downtime.

Security and System Administration

The contractor will be responsible for all aspects of Systems Administration including Synergy patches, firewall management, intrusion prevention, and Microsoft patches. This includes but is not limited to the following:

- Applying operating and database management system updates, patches, and configuration changes.
- Performing routine audits of systems and software.
- Performing backups and restores.
- Installing and configuring new hardware and software.
- Answering technical queries.
- Administering server farm security.
- Troubleshooting any reported problems, initiating, and coordinating corrective actions.
- Monitoring system performance and tuning the system as appropriate.
- Ensuring connectivity to the network infrastructure.

Release Management

The contractor will perform application and system updates based on an agreed upon schedule with HCPSS.

SECTION 5 SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT

1. Summary.
 - 1.1. Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and be clearly identified as TECHNICAL PROPOSAL - "*company name*". 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. 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.
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 shall be used to determine how satisfactorily Offerors have addressed the requirements identified in this RFP. Evaluation of each category shall include, but not be limited to, the line items listed. The highest scoring proposals will be selected for the shortlist. HCPSS's recommendation for award by the Howard County Board of Education will be based on Offeror's criteria scores.

HCPSS will only evaluate Proposals meeting the guidelines of this RFP. The criteria that will be used in evaluation and scoring of this RFP will include responses to the following:

- 2.1. Technical Requirements
- 2.2. Support & Service Specifications
- 2.3. Corporate Experience
- 2.4. Assessment/Implementation Plan
- 2.5. References
- 2.6. Other Value-Added Services
- 2.7. Pricing

3. Tab 1 – Proposal Overview

- 3.1. General. Offerors shall provide clear, concise, yet detailed responses to the **technical criteria in the order provided in Section 4, Scope of Work**. Offerors shall demonstrate qualifications to perform the scope of work specifically for HCPSS. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria. 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.
- 3.2. Transmittal Letter. A transmittal letter shall be prepared on the Offeror's business stationery. The letter shall be an executive summary that clearly and concisely describes the Offeror's understanding of the scope of work. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.
- 3.3. Company Profile/Demonstration of Prior Work. The Offeror shall demonstrate and certify that it possesses at a **minimum three (3) years of experience providing the proposed Cloud Hosting Services Solution** as described in this document for public or private businesses to HCPSS in scope and size. **K12 experience is considered favorable.** This includes providing details on company history, organization business structure number of employees, number of similar contracts and overall qualifications to provide the services requested.
- 3.4. Unique Qualifications. Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a solution to HCPSS.
- 3.5. Technical Summary. Provide technical summary of the proposed Solution.

- 3.6. System Support. Offeror shall provide a letter which guarantees the Solution will be supported through the end of the current contract with Edupoint.
- 3.7. Certification. Provide certifications and/or letter(s) from the Offeror is an authorized reseller or service provider for all proposed hardware/software or services to be utilized to support HCPSS project.
4. Tab 2 Required Documents
 - 4.1. Attachment A Bid/Proposal Affidavit. Complete and sign the Bid/Proposal Affidavit.
 - 4.2. Attachment B Insurance Requirements. Acknowledge compliance with HCPSS Insurance Requirements.
 - 4.3. Attachment C Client Data Sharing Agreement. Complete and sign HCPSS Client Data Sharing Agreement.
 - 4.4. Attachment D Agreement for Professional Services. The HCPSS Contract for this procurement will contain the provisions in all terms and conditions, attachments, addenda, presentations, 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.
 - 4.5. Attachment E Contractor Performance/Evaluation. Acknowledge compliance with HCPSS Contractor Performance/Evaluation Scorecard.
 - 4.6. Attachment F Contractor, Process, Staff and References. Provide all information requested.
 - 4.7. Attachment G Exceptions and Clarifications. All exceptions shall be clearly identified in the Exceptions Form. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for HCPSS, and a description of the advantage to be gained or disadvantages to be incurred by HCPSS as a result of these exceptions.
 - 4.8. Attachment H Cost Worksheet. Complete the form and provide all information requested.
5. Cooperative Participation
 - 5.1. Offerors may propose an existing valid, governmentally recognized and awarded contract. HCPSS will verify and be the sole determinant of acceptance of the proposed cooperative agreement.

SECTION 6 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.
 - 1.2. Following the Purchasing Office's qualifying review and approval, the decision for progressing in the procurement process will be made based ranking the strengths, weaknesses, advantages, and deficiencies of each Proposal. The decision to award a Contract will be made at the discretion of the Purchasing Office.
2. Shortlisting. A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal.
3. Oral Presentations/Discussion Sessions.
 - 3.1. Purpose: 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 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 conference.

SECTION 7 PRICE PROPOSAL

1. Price Structure
 - 1.1. Meet Requirements. Offeror shall respond with pricing that meets the requirements provided in this RFP and described in Offeror's technical response.
 - 1.2. Bill of Materials. Offeror shall include a bill of materials, if applicable, showing part numbers, quantities, nonrecurring and annual recurring unit cost, extended cost and total cost for all proposed hardware, services, and labor/professional services.
 - 1.3. All-Inclusive. Prices offered shall be inclusive of all overhead, profit, travel, accommodations, administrative fees, and direct and indirect costs and shall represent onsite and remote staff work within or for Howard County, MD. HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this RFP.
 - 1.4. Non-Recurring/Recurring Costs. Offeror shall identify and itemize all initial non-recurring costs and all subsequent monthly and/or annual recurring costs.
 - 1.5. Requested Pricing: See Attachment H Cost Worksheet.
2. Value Added Services: Offeror shall include any value-added optional services and/or products along with corresponding pricing.
3. Separate Submittals. Offeror's PRICE PROPOSAL on Attachment H Cost Worksheet shall be submitted separate from the TECHNICAL PROPOSAL and clearly identified as PRICE PROPOSAL.
4. Best and Final Offers. Following the evaluation and/or Discussion Session, Best and Final Offers may be requested of selected Offerors.
5. Negotiations. HCPSS may select for award one (1) or more Offeror(s) to finalize the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
6. Basis for Award. Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP .

Attachments and Forms (Check List)

		Offeror Recognizes/ Acknowledges Acceptance			
		Yes	No		
Attachment A	Affidavit (<i>signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>		
Attachment B	Insurance Requirements	<input type="checkbox"/>	<input type="checkbox"/>		
Attachment C	Client Data Sharing Agreement (<i>signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>		
Attachment D	Agreement for Professional Services	<input type="checkbox"/>	<input type="checkbox"/>		
Attachment E	Contractor Performance/Evaluation Scorecard	<input type="checkbox"/>	<input type="checkbox"/>		
Attachment F	Contractor, Process, Staff and References	<input type="checkbox"/>	<input type="checkbox"/>		
Attachment G	Exceptions and Clarifications	<input type="checkbox"/>	<input type="checkbox"/>		
Attachment H	Cost Worksheet	<input type="checkbox"/>	<input type="checkbox"/>		

☐ Submit this completed Check List with Technical Proposal

ATTACHMENT A

AFFIDAVIT FOR BID #065.21.B5

Date: _____

Bidder: _____

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 or 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:

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.

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)

(Bidder Name Printed)

(Title of Bidder)

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

NOTARY PUBLIC
Seal:

Name_____

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

ACCEPTANCE AND AWARD NOTICE

Congratulations, your firm has been awarded this contract. All pricing, terms and conditions and other requirements contained in this document shall apply to all orders issued on behalf of the Howard County Public School System. The contract term shall begin on the date below for the period stated in this document.

Signed Printed Date

Term: Effective: _____ Through: _____

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 \$1,000,000 per occurrence, \$1,000,000 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;

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 \$1,000,000 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.

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

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.

ATTACHMENT C

CLIENT DATA SHARING AGREEMENT



STUDENT DATA SHARING AGREEMENT:

APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS

This is an agreement between _____ ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for the term beginning on the effective date of the contract services and ending on contract termination.

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

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

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

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

1. Specific CLIENT DATA Shared Under this Agreement

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

D. **Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a

'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.

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

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

G. **Modification of Terms of**

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

H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR, without prior specific and informed written consent of the CLIENT, except as required by law.

I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.

J. **Data Deletion:** Upon termination or completion of the Services hereunder and request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.

K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.

L. ***Rights and License:*** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.

M. ***Access:*** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.

N. ***Security Controls and Risk***

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

1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

O. ***Data Breaches:*** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability

of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.

Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).

R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).

S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its FERPA obligations under this section.

T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any negligence or misconduct of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.

U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

CLIENT: By: _____
Signature

Printed Name Title

Date

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

VENDOR: By: _____
Signature

Printed Name Title

Date

Vendor Name

Address

City, State Zip Code

ATTACHMENT D

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT #065.21.B5

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 #065.21.B5 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. #065.21.B5, 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 #065.21.B5, 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 one (1) year. The contract will have the ability to renew for additional years pending available funding per the RFP with the contract end date of 6/30/2024.

Form continues on next page

ARTICLE IV - PAYMENTS AND SCHEDULE OF
PAYMENTS

- (1) The Contractor shall receive compensation within 30 days of invoice date.
- (2) Payment shall be made in accordance with the provisions set forth in section 5.1.

ARTICLE VI - 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
Board of Education of Howard County

Signature: _____
Michael Martirano, Ed. D.,
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

ATTACHMENT E

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

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

HCPSS Contract Manager: 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/service. 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/services 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/service.

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

6. Quality Control. The contractor's ability to identify problems and deficiencies before you do.	1	2	3	4	5	6	7	8	9	10	N/A
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

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

Please return the completed survey by email to: iveslany@hcpss.org or fax (410) 313-6789

Thank you for your prompt assistance.

ATTACHMENT F

CONTRACTOR, PROCESS, STAFF AND REFERENCES

1. Schedule Timeline. HCPSS anticipates that the project will start upon award and will be completed in more than one phase resulting in ongoing managed services through the end of the contract. Please provide a schedule with projected timelines through completion for each phase.
2. Implementation Methodology, Training Materials & Acceptance Testing
 - 2.1. Implementation Methodology
 - 2.1.1. Provide a description of your company's approach for implementing projects of this size.
 - 2.1.2. Provide an overview of your organizations general implementation process including:
 - 2.1.2.1. Project management and overall project tracking
 - 2.1.2.2. Discovery process and data sources for ingestion/monitoring
 - 2.1.2.3. Equipment configuration and deployment
 - 2.1.2.4. Training
 - 2.1.2.5. Cutover
 - 2.2. Training Materials
 - 2.2.1. Please provide a list of the training assets that will be available to HCPSS such as:
 - 2.2.1.1. On-line system admin training
 - 2.2.1.2. Courseware booklets and quick reference guides and videos.
 - 2.3. Testing
 - 2.3.1. Provide a copy of your standard test plan for all proposed products and applications.
 - 2.3.2. Provide sample of your pre and post cut testing and verifications procedures and processes.
 - 2.4. Owner Responsibilities
 - 2.4.1. Provide a list of any items/resources that HCPSS will be responsible for providing for all aspects of the project including:
 - 2.4.1.1. Implementation
 - 2.4.1.2. Warranty
 - 2.4.1.3. Maintenance
 - 2.5. Assumptions. Provide details of any other assumptions taken in preparing your response to the RFP.
3. Respondent and Subcontractor
 - 3.1. Information about the Respondent
 - 3.1.1. Company name
 - 3.1.2. Legal name (if different)
 - 3.1.3. Years in business
 - 3.1.4. Number of years providing services and systems like the proposed solution
 - 3.1.5. Contact Names
 - 3.1.5.1. Primary
 - 3.1.5.2. Secondary
 - 3.1.6. Contact Phone Numbers
 - 3.1.6.1. Primary
 - 3.1.6.2. Secondary

3.1.7. Contact email addresses

- 3.1.7.1. Primary
- 3.1.7.2. Secondary

3.1.8. Full mailing address

3.1.9. Name and phone number of bonding company

3.1.10. Number of full-time employees

3.1.11. Number of technical/installation personnel who will be dedicated to the project

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

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

3.1.14. Dunn and Bradstreet Number

3.1.15. Qualification and Requirements

- 3.1.15.1. The company submitting the proposal shall be the Prime Contractor. If more than (1) company is involved in the installation, training, and/or support after installation, the Prime Contractor assumes responsibility for all other companies involved.

- 3.1.15.2. The response shall include a statement from all involved company's agreeing that the configuration shall work as specified and that all companies shall work under the Prime Contractor to resolve any configuration or interoperability problems during the implementation process at no additional cost to the Owner. Provide a statement below.

3.1.16. Experience and Existing Customers

- 3.1.16.1. How many similar services/systems has the Respondent sold/implemented?
 - 3.1.16.1.1. In the area
 - 3.1.16.1.2. Statewide
 - 3.1.16.1.3. Nationwide
 - 3.1.16.1.4. K-12 Clients

3.2. References. All Respondents must provide a minimum of three references using the reference format provided below. The references should be similar in scope and size to the Owner's project and demonstrate the following:

3.2.1. At minimum, one of the three references should be deployed in a multi-site environment.

3.2.2. References should demonstrate that the Respondent has extensive knowledge of all equipment proposed and has at least (3) years of experience with the same system(s) in the same environment.

3.2.3. Work performed for K-12 public school systems of comparable size and scope is preferred and will be scored higher.

3.2.4. Reference 1:

- 3.2.4.1. Organization Name
- 3.2.4.2. Address
- 3.2.4.3. Type of Business
- 3.2.4.4. Contact Person
- 3.2.4.5. Telephone Number
- 3.2.4.6. Email Address

- 3.2.4.7. Dates of Installation
- 3.2.4.8. Description of Services
- 3.2.4.9. Number of host/systems/identities monitored
- 3.2.4.10. Number of Locations

3.2.5.Reference 2:

- 3.2.5.1. Organization Name
- 3.2.5.2. Address
- 3.2.5.3. Type of Business
- 3.2.5.4. Contact Person
- 3.2.5.5. Telephone Number
- 3.2.5.6. Email Address
- 3.2.5.7. Dates of Installation
- 3.2.5.8. Description of Services
- 3.2.5.9. Number of hosts/systems/identities monitored
- 3.2.5.10. Number of Locations

3.2.6.Reference 3:

- 3.2.6.1. Organization Name
- 3.2.6.2. Address
- 3.2.6.3. Type of Business
- 3.2.6.4. Contact Person
- 3.2.6.5. Telephone Number
- 3.2.6.6. Email Address
- 3.2.6.7. Dates of Installation
- 3.2.6.8. Description of Services
- 3.2.6.9. Number of hosts/systems/identities monitored
- 3.2.6.10. Number of Locations

3.2.7.Subcontractors. Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled "Subcontractors/Partners," if necessary. Details should include business name, years of experience, and function performed.

4. Project and Maintenance Team

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

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

ATTACHMENT G

EXCEPTIONS AND CLARIFICATIONS

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

ATTACHMENT H

COST WORKSHEET

Cloud Hosting Services Solution RPF NO. 065.21.B5

For all items requested in this section, the Respondent shall include the cost to provide all hardware, software, equipment, shipping, labor, and travel expense to provide, install, configure, cutover or make operational, and maintain a fully functioning Synergy® Student Information System on the Amazon Web Services Cloud Environment. The pricing will be based on the requirements provided in the RFP and this table.

ARC = Annual Recurring Cost Including Fees and Surcharges

NRC = Non-Recurring One Time Cost

Cloud Hosting Services Solution	
PRICING	Services
NRC	\$0.00
ARC Year 1 (ends 6/30/22)	\$0.00
ARC Year 2 (ends 6/30/23)	\$0.00
ARC Year 3 (ends 6/30/24)	\$0.00
Total Cost	\$0.00