



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

Bid No. 032.22.B1

For

Identity and Access Management Software

BID SCHEDULE

Issue Date	March 1, 2022
Last Day for Questions	March 15, 2022 No later than 10:00 A.M.
Bid Due Date	March 28, 2022 No later than 10:00 A.M.



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

Identity and Access Management Software

Bid #032.22.B1
March 1, 2022

To All Interested Identity and Access Management Software providers:

The Howard County Public School System (HCPSS) invites your bid to provide Identity and Access Management Software in accordance with BID No. 032.22.B1. Instructions for submission of a bid is located below. The due date is March 28, 2022 at 10:00 AM.

BID documents may be obtained on March 1, 2022 at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>.

Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later the date above 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 exceeds 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 bidder 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 March 15, 2022 at 10:00 A.M. to the Purchasing Specialist Robert Gill at robert_gill@hcpss.org. 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 that reads "D Pindell".

Douglas Pindell
Director of Purchasing

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike (MD Route 108) Ellicott
City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: _____ Identity and Access Management Software

Bid Number: _____ 032.22.B1

Bidder: _____

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

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: _____

- _____ 8. We wish to remain on the Bidders' List.

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

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 57,000 students in 77 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/>.

SECTION 1. SOLICITATION INSTRUCTIONS

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

Robert B. Gill
Purchasing Office
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
Email: robert_gill@hcpss.org
- 2) Questions and Inquiries. All questions and inquiries regarding this procurement 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 Request For Bid.
- 3) Pre-Bid Conference. A Pre-Bid Conference will not be held in conjunction with this Bid.
- 4) Bid Submittal Process
 - a) Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - b) 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.
 - c) Email subject lines, folders names, and file names shall begin with "Bid 032.22.B1-Company Name". In the body of the email please include Bidder's contact person's email and cell phone number.
 - d) 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.
 - e) 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 Bid, a Bidder shall be deemed to have accepted the terms, conditions, and requirements set forth in this Bid. The Bid, including all addenda, shall be incorporated into the Contract by reference.
- 6) Contractual Period and Agreement. Any Contract arising from this Bid 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. The initial Contract term shall be for one (1) year from the date of contract execution. HCPSS may solely authorize four (4) additional one-year terms pending successful performance and availability of funds.
- 7) Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the Bid opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening Bids.
- 8) Basis for Award - Rejection or Acceptance of Bids. HCPSS reserves the right to: (i) accept or reject any and all Bids, 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, in aggregate, multiple item by item awards, a partial award, or no award at all. Bidders judged by the Purchasing Office not to be responsible or Bidders whose Bids 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. The Howard County Department of Education shall be the sole authority as to whether Bidders offer meets specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest. HCPSS further reserves the right to consider information other than price when

evaluating bids. A contract may be awarded to the provider(s) whose proposal best meets HCPSS requirements and needs at the time of award and whose fee structure is in the best interest of HCPSS.

HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make award with or without further review. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of county Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.

- 9) 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. Modifications of Technical Bid. Bidders may not modify, supplement, cure, or change Bids in any way after the due date and time unless specifically requested by HCPSS.
- 10) Bid Response Materials. All written materials submitted in response to this Bid 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).
- 11) Duration of Offers. Bids shall remain irrevocable for 120 days following the closing date of the Bid due date. This period may be extended by mutual agreement between the Bidder and HCPSS.
- 12) Incurred Expenses. HCPSS is not responsible for any expenses that Bidders may incur in preparing and submitting Bids or in making oral presentations of their Bids, if required.
- 13) Confidentiality. Bidders should give specific attention to the identification of those portions of the Bid that the Bidder 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). Bidders 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 Bidder's position regarding its Bid. A blanket statement by a Bidder that its entire Bid is confidential or proprietary will not be considered.
- 14) Multiple Bids. Contractors may not submit more than one Bid. The Bidder must determine which one product or service best meets the HCPSS needs per the specifications and propose accordingly.
- 15) Alternate Solution. Bidders may not submit an alternate to the Solution in this Bid.
- 16) Forms. This solicitation is designed for the Bidder to fill in responses where indicated. **The Bidder must use and submit the HCPSS forms as provided in the bid documents**. As necessary the bidder may make slight changes to adjust forms and insert space as needed for responses; however, the Bidder shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Bidder will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly rejected and may make your proposal Non Responsive.
- 17) Signing of Forms. A Bid, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Bid shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Bid 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.
- 18) Addenda Acknowledgment. Bidders shall acknowledge in writing the receipt of all addenda, amendments, and/or changes issued. Such acknowledgement shall be made on the submittal documents in the Addendum acknowledgement section of the Technical Bid. It is the Bidder's sole responsibility to monitor the Purchasing web site prior to submitting their Bid for any addenda, amendments, and/or changes issued.
- 19) Signature. Attachment A, "SIGNATURE SHEET" shall be completed and submitted with Bidder's Bid. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.

20) Resolution of Disputes.

- a) Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
- b) 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.
- c) Protests shall be addressed to Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Purchasing Director, labeled "Protest". The written protest shall include as a minimum the following:
 - i) Name and address of the protester
 - ii) Appropriate identification of the Bid
 - iii) Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - iv) Suggested remedy(ies)

SECTION 2. TERMS AND CONDITIONS

- 1) Bidder's Responsibility. Bidders 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. A Bidder's misinterpretation of requirements shall not relieve the Bidder of the responsibility to address accurately the requirements of the Bid or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only.
- 2) Contract Assignment. Neither party may assign a resulting contract without the prior written consent of the other party.
- 3) Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 4) Behavior of Contractor Employees/Subcontractors. HCPSS is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to 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 Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security, and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
- 5) Tobacco Free and Alcohol/Drug Free Environment. HCPSS maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol, or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
- 6) Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing on premise work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.
- 7) Child Sex Offender Notification.
 - a) 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.
 - b) 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.

- c) 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.
 - d) 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.
 - e) The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.
- 8) Occupied Buildings – 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.
- 9) Identification and Sign-in Procedures. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID 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.
- 10) Ethics Regulations.
- a) 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.
 - b) 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.
- 11) Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
- 12) Multi-Agency Participation.
- a) 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.

- b) 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).

13. Quantities. Any quantities listed in this solicitation documents should be considered approximate amounts. The Howard County Department of Education reserves the right to increase or decrease quantities as it may deem necessary relative to need and/or the availability of appropriated funds.

14. Proposed Substitutions.

- a. Bidders bidding on a substitute MUST submit product literature prior to bid due date or with their bid. Referencing literature shall be accompanied by complete submittals in accordance with the specification of catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. Bids received for items without the required literature will not be considered responsive.
- b. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

15. Insurance. Contractor represents and warrants that for the duration of this contract they are covered under applicable general liability insurance and workers compensation insurance coverage. Evidence of insurance shall be provided to the contract administrator prior to the commencement of work under this contract. Please see Attachment A for insurance requirements.

16. Changes Alterations, or modifications in the services.

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

17. Contract Documents

Contract Documents consist of all bid documents, including, but not limited to the General/Special Conditions, Drawings, addenda, amendments, modifications, specifications, and scope of work, the 100% bid documents and any extraneous matter incorporate by reference, and any additional documentation issued. All of these materials and documents associated to this solicitation, will become part of the Contract(s) which the Board of Education awards. The contractor, by submitting its proposal, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the contract for any future services awarded under this contract.

If awarded a contract for these services, the contractor agrees to sign the Standard Contract Agreement for Professional Services (See sample Appendix C) and the Employee Data Sharing Agreement (See Appendix B).

18. DEBARMENT STATUS

By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

19. ASSIGNMENTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

20. RIGHT TO ASSIGN WORK

The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system

21. PERMITS, CODES AND LAWS

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

22. RIGHT TO STOP WORK

If HCPSS determines, either directly or indirectly, that the Contractors performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, HCPSS has the right to stop work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of HCPSS. HCPSS also reserves the right to e-bid this contract if it is decided that performance is not within the specifications as set out.

23. SPECIFICATIONS AND SCOPE OF WORK

The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidders silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

24. NON-COLLUSION

By signing and submitting a Bid/Proposal under this solicitation , the offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any

agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

25. ACKNOWLEDGMENT OF SERVICE PROVIDER'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR SERVICE PROVIDER UNDER BOARD'S WORKERS COMPENSATION COVERAGE

Service Provider hereby acknowledges its status as an independent contractor while performing services on behalf on the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Service Provider or its employees during the Service Provider's performance of services for the Board. To the fullest extent permitted by law, the Service Provider specifically waives any right of recovery against the board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Service Provider shall advise its insurers of the foregoing.

26. CANCELLATION OF THE SOLICITATION

HCPSS reserves the right to cancel this Bid Solicitation, in whole or in part at the sole discretion of the Purchasing Representative if they determine it is in the best interest of HCPSS.

27. BIDDER'S QUALIFICATIONS

Bidders may be required to furnish satisfactory evidence that they are qualified and have appropriately trained and Licensed employees and regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

28. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a service or at any time during the contract, the awarded contractor may receive a performance evaluation scorecard rating the contractor's performance. The evaluation scorecard will become part of the contractor's permanent file.

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, and 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 60% or less overall evaluation scorecard rating (after any appeals or adjustments) for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. (See Appendix A)

29. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date

and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

SECTION 3. SPECIAL TERMS AND CONDITIONS

- 1) **Agreement.** Contractor shall provide a Bid response to The Howard County Public School System in accordance with the terms and conditions of this solicitation.
- 2) The resulting Contract consists of multiple documents as follows in order of precedence:
 - a) The Contract Form
 - b) The Request for Bid and all amendments to the solicitation.
 - c) Bidder's Price Proposal as accepted by HCPSS.
- 3) All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Bids 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.
- 4) **HCPSS Contract Manager.** The Howard County Public School System's Contract Manager for any resulting contract is Rizwan Ahmed. Mr. Ahmed will be responsible for the day-to-day administration of the contract after award and may be contacted at technologybusinessoffice@hcpss.org or (410)313-6662. All communications regarding this contract is to be directed to Mr. Ahmed (or his designee) only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel.
- 5) **Vendor Contract Administration.** Bidders shall designate internal and external contract administrators to administer the contract. Bidders are to list these individual's names and telephone numbers in the designated form contained within this document.
- 6) **Quantities.** Any quantities provided in this document are estimated quantities. Actual quantities ordered will be subject to available funding. Howard County Public Schools reserves the right to order any quantities necessary in order to maintain inventories at required levels.
- 7) **Substitutes.**
 - a) Bidders offering items other than those specified must state the product name and manufacturer and submit detailed technical specifications for each item. All data submitted must contain sufficient information to facilitate equating the offer.
 - b) The Howard County Public School System shall be the sole authority as to whether items meet specifications or are approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest.
- 8) **Price Adjustments**
 - a) Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
 - i) Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
 - ii) To receive consideration for a price increase, the contractor shall submit to The Howard County Public School System 60 days prior to contract expiration, a statement of any change in price to be applied.
 - b) Price increase requests will not be considered if not accompanied with the proper information.
 - c) Model changes and/or upgrades may be accepted after the initial contract period. Pricing for the changes shall be at the same mark up as originally Bid. The awarded vendor shall offer current pricing or be able to demonstrate the percentage markup. The Howard County Public School System shall be the sole determinant in accepting product or pricing changes.

- 9) Orders. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries shall be made without a purchase order.
- 10) Labeling. Purchase order number, description of material, and quantities must be identified on all tickets for items delivered.
- 11) Billing and Payment.
- a) The contractor shall submit invoices to the attention of the IT Business Manager and the Contract Manager listed above, or designee, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042.
 - b) Invoices shall contain the following information:
 - i) Contract Number
 - ii) Purchase Order Number
 - iii) Customer Name and Address
 - iv) Description
 - v) Total due
 - c) 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.
 - d) HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.
- 12) 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 Bid, 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.
- 13) Confidential Information.
- a) 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").
 - b) 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.
 - c) Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
 - d) 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.
 - e) 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

- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
- 19) 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.
- 20) Compliance with Laws. The Contractor hereby represents and warrants that:
 - a) 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.
 - b) It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - c) 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.
- 21) Employee Data Sharing Agreement. If awarded this contract the awarded firm agrees that by submitting a proposal for this solicitation that they agree and accept the Howard County Public School System Employee Data Sharing Agreement (Appendix B).

SECTION 4. SCOPE OF WORK

- 1) **Objective.** HCPSS has been moving toward greater cybersecurity to ensure the confidentiality, integrity, and availability of the school system's valuable informational assets. HCPSS has approximately 10,000 staff that access information technology systems and services that require authentication. HCPSS's objective is to acquire licenses for a) multi-factor authentication (MFA) software licensing for 10,000 staff and (b) a privileged access management (PAM) software solution for 60 staff for the purpose of increasing the security of HCPSS assets and data.

MFA provides a vital element of security to the login process, using something the user knows in combination with something he/she has (e.g., a token, fob, mobile phone, etc.). PAM provides time-based and approval-based role activation that will mitigate the risks of excessive, unnecessary, or misused access permissions on vital HCPSS resources.

HCPSS needs a vendor to provide the following products:

- Cisco Duo is critical to protect unauthorized access to applications and data. More than 300 educational institutions leverage Duo to provide seamless and secure access to the resources and applications they need to connect students and staff to information. Duo is a cloud-based software service that provides HCPSS additional layers of security designed to protect access to applications. Most applications only require a username and password prior to allowing a user to login. When protected with Duo, the username and password will first be verified on the customer/application side before triggering Duo's two-factor workflow by requiring the user to take additional action before the login process can be completed (e.g. confirming login via Duo's mobile app, SMS, phone call, or hardware token).
- Thycotic Secret Server (SS) Cloud Platinum, named a leader in the 2021 Gartner Magic Quadrant for Privileged Access Management, is an enterprise-grade, privileged access management solution that is quickly deployable and easily managed. With Secret Server, HCPSS will automatically discover and manage privileged accounts through an intuitive interface and protect accounts against malicious activity across the HCPSS infrastructure.

Description	Quantity
Duo MFA for Education Faculty/Staff (DUO-EDU-MFA-F)	10,000 licenses
Cisco Duo Subscription for Educational Institutions (DUO-EDU-SUB)	1
Cisco Duo Basic Support (SVS-DUO-SUP-B)	1
Thycotic Secret Server Cloud Platinum Subscription License	60 licenses
Thycotic LLC Thycotic Secret Server - Professional Services Installation (SS-PSVCS-FNDRM)	1

Identity and Access Management Software
Bid # 032.22.B1

SECTION 5. BID PRICE SHEET

1) Prices

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to furnish and deliver the requested items for the guaranteed pricing noted below.

Provide all software and support as described herein:

The Total Price is the extension of the estimated quantity times the Discounted Price.

Quote Number	Description	Quantity	MSRP	Discount Off of List	Extended Price	Total
	Duo MFA for Education Faculty/Staff (DUO-EDU-MFA-F)	10,000 licenses				
	Cisco Duo Subscription for Educational Institutions (DUO-EDU-SUB)	1				
	Cisco Duo Basic Support (SVS-DUO-SUP-B)	1				
	Thycotic Secret Server Cloud Platinum Subscription License	60 licenses				
	Thycotic LLC Thycotic Secret Server - Professional Services Installation (SS-PSVCS-FNDRM)	1				

Detailed Specifications

Specify pricing and billing models that will be used. Note that in a K-12 environment, most teachers and other ten-month staff typically do not access HCPSS's technology systems during the summer.

Optional Items

Quote Number	Description	Quantity	MSRP	Discount Off of List	Extended Price	Total

ATTACHMENT A

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

- 1.1 The Contractor shall provide Certificate of Insurance as evidence of general liability insurance including commercial, auto and worker's compensation coverage.

2- ITEMS FOR BID SUBMISSION

The bid submission package should include the following:

- _____ Section 5. Bid Price Sheet
- _____ Affidavit
- _____ Did you acknowledge All Addendum issued on your Affidavit

Identity and Access Management Software

Bid # 032.22.B1

AFFIDAVIT

BID #032.22.B1

Date: _____

Bidder: _____

ADDENDA

Receipt of the following Addenda is acknowledged:

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

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

CONTACT FOR INSIDE CONTRACT ADMINISTRATION

In the event your organization receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration:

Name _____ Title _____

Address _____ Phone _____

_____ Fax _____

e-mail _____ Pager/cellular _____

AFFIDAVIT

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

Statutory Affidavit and Non-Collusion Certification

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

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

2. Except as described in Paragraph #3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;

 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

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(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

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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

Name _____

Seal:

My Commission Expires _____

Form Continues on Next Page

(Legal Name of Company)

(Web Address/URL)

(Address)

(City)

(State)

(Zip)

Form Continues on Next Page

(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

APPENDIX A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Name of Contractor: _____

Type of Service Provided: _____ Dates of Service: _____

Reviewed by: _____ Department: _____

Please take a moment to tell us about this contractor’s performance. We will keep your individual responses confidential, but we will summarize all the information we obtain about each contractor and provide it to them.

SATISFACTION. 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** (not applicable) for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you believe the project was completed.

A contractor receiving a 60% or less overall evaluation scorecard rating for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Satisfaction with the contractor’s performance:

	Highly Dissatisfied	Highly Satisfied
1. Quality of Work. The contractor’s ability to provide the services of licensed and certified staff with experience in school settings.	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 resources needed to complete the job.	1 2 3 4 5 6 7 8 9 10	N/A
5. Schedule Management. The contractor’s ability to provide staff in the requested timeline and with the appropriate licensure.	1 2 3 4 5 6 7 8 9 10	N/A
6. Quality Control. The contractor’s ability to respond effectively to problems when presented with them.	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 employees 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 with professional development opportunities.	1 2 3 4 5 6 7 8 9 10	N/A
10. Appearance. The contractor’s ability to dress in an appropriate manner for working with students, staff, and families	1 2 3 4 5 6 7 8 9 10	N/A
11. Security. The contractor’s ability to safeguard your facilities and assets (technology, equipment, materials, etc).	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, and all school system requirements including child sex offender and criminal background checks. | 1 2 3 4 5 6 7 8 9 10 | N/A |
| 13.. Billing. The contractor’s ability to present timely, correct and properly documented invoices. | 1 2 3 4 5 6 7 8 9 10 | N/A |
| 14. Compliance. The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others. | 1 2 3 4 5 6 7 8 9 10 | N/A |

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

Thank you for your prompt assistance. As part of your quality improvement process, you may wish to discuss the results of your survey with your contractor.

Please return the completed survey by email to: doug_pindell@hcpss.org or fax (410) 313-7055

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

This Amendment is an agreement between [Name of Company] ("____," "VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for the period of the Agreement.

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

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

information (“Data”) provided by or on behalf of CLIENT to VENDOR; (ii) all information provided by VENDOR to CLIENT pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as “Confidential,” “Proprietary” or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.

E. **Data Collection and Use:** VENDOR will only collect and use CLIENT Data for the purpose of fulfilling its duties and providing services under the Current Contracts and this Agreement (hereinafter collectively referred to as “the Agreements”), and for improving services under the Agreements.

1. Specific Data Shared Under this Agreement
 - i. All employee data

F. **Use of Confidential Information:** In performing services under the Agreements, VENDOR and CLIENT may be exposed to and will be required to use certain “Confidential Information”, as defined below. VENDOR and CLIENT along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in the Agreements.

G. **Maintenance of Confidentiality:** Any Confidential Information acquired or received by either party (the “Recipient”) in the course of the Agreements will not be disclosed or transferred to any person or entity other than to employees of a party and, as to VENDOR, for the purpose of performing its obligations under the Agreements. Confidential Information received under the Agreements will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of the Agreements and to make no copies except as necessary for performance of the Agreements. Any confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance except as set forth in paragraph G.2 below.

1. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate and/or complete compensation could not be obtained from damages in an action at law alone. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information by the Recipient shall give the other party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys’ fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.
2. Upon termination or completion of the Services hereunder, upon request of CLIENT, VENDOR will deliver to CLIENT (in a VENDOR format) CLIENT’s Confidential Information as housed in VENDOR production database(s), provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes and VENDOR may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. VENDOR shall remain under its contractual obligation of confidentiality and security to CLIENT and such obligations shall survive

termination of the Agreement. This Section shall survive the termination of each of the Current Agreements and this Agreement.

- H. **Data De-Identification:** VENDOR may only use de-identified CLIENT Data for product development, research, or other internal purposes. De-identified Data will have all PII removed. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- I. **Data Mining, Marketing and Advertising:** VENDOR is prohibited from mining PII for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to HCPSS employees, agents, and contractors or their families is prohibited. Any and all forms of advertisement, directed towards HCPSS students, parents, guardians, HCPSS employees, agents, and contractors is strictly prohibited unless allowed with express written consent of HCPSS.**
- J. **Modification of Terms of Service:** VENDOR will not change in any way how Data are collected, used, or shared under the terms of the Agreements without advance notice to and written consent from CLIENT. The Agreements are the entire agreements between CLIENT (including all CLIENT end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with HCPSS employees or other end users are superseded by this Employee Data Sharing Agreement.
- G. **Data Sharing:** VENDOR will not share CLIENT data, with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR, without prior specific and informed written consent of the CLIENT, except as required by law.
- K. **Data Storage:** CLIENT Data will not be stored outside of the United States without prior, specific and informed written consent from CLIENT.
- L. **Terms, Data Transfer, Survival and Destruction:** CLIENT may immediately terminate this Data Sharing Agreement if CLIENT determines VENDOR has breached the Agreements. Each of the Agreements will automatically terminate at their expiration date, except for VENDOR's continuing obligations set for in G.2 above.
- M. **Rights and License in and to Data:** All goods, products, materials, documents, reports, writings, video images, photographs, papers, and intellectual property of any nature including software or computer images prepared by VENDOR (or subcontractors) for the CLIENT or from client-provided material will not be disclosed to any other person or entity and remains the property of the school system. VENDOR has a limited, nonexclusive license to CLIENT Data solely for the purpose of performing its obligations as contained in the Agreements. The Agreements do not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreements, including any right to sell or trade such Data.
- N. **Access:** Unless expressly prohibited by law, VENDOR will notify CLIENT as soon as possible, but in no event later than 10 calendar days of receipt by VENDOR, of any subpoenas, warrants, or other legal orders, demands or requests, including audits, and governmental

requests and demands, received by VENDOR seeking CLIENT Data. If CLIENT receives a similar request, VENDOR will promptly supply CLIENT with copies of records or information if required by CLIENT to respond.

- O. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information; and 4) dispose of PII and Confidential Information in a secure manner.
1. To comply with VENDOR security control and confidentiality obligations, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of security controls, systems and procedures.
 2. VENDOR will remediate any identified security vulnerabilities in a timely manner. VENDOR also will have a written incident response plan, to include prompt notification of HCPSS in the event of a breach of security, as well as best practices for responding to a breach of PII and/or Confidential Data. The VENDOR agrees to share its incident response plan upon request.
- P. **Data Breaches:** When VENDOR has actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") VENDOR shall notify CLIENT in writing, as soon as commercially practicable, but not later than forty-eight (48) hours after the Incident, unless it is determined by law enforcement that such notification would impede or delay their investigation. If such a determination is made by Law enforcement, then the notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR, through an employee or agent, has actual knowledge that there has been an Incident or if VENDOR, through an employee or agent, has reason to believe that an Incident has occurred, based on facts or circumstances, including unexpected or unexplained acts or omissions. The VENDOR shall promptly take appropriate action, at VENDOR's expense, to remediate the Incident and mitigate future risk of a future Incident. In the event an Incident damages or causes loss of CLIENT Data, VENDOR shall, at its sole cost and expense, fully repair or restore the CLIENT Data, including, without limitation any and all Confidential Information, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- Q. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the

Agreements. Further, all employees and subcontractors as agents of VENDOR are subject to the same compliance with federal and state employment laws as VENDOR and should receive appropriate training, including confidentiality requirements contained in the Agreements and in federal and state laws.

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

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

officers and employees pursuant to Maryland law or otherwise. The indemnities set forth herein will survive the expiration or termination of the Agreements.

**APPENDIX C
STANDARD CONTRACT**

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # 032.22.B1

THIS AGREEMENT is entered into this ____ Day of _____ 2022, 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 #032.22.B1 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

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

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

Request for Proposal No. 032.22.B1, and _____ (contractor name) proposal dated _____ date.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #032.22.B1, whose provisions for professional services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin upon award for a period of one (1) year. The contract will have the ability to be renewed for up to four (4) years, one (1) year at a time. Funding after the first fiscal year will be subject to budget authority and appropriation and performance.

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 V - INSURANCE

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

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

BOARD OF EDUCATION OF HOWARD COUNTY

Signature: _____ Date _____
Vicky Cutroneo, Chair
Board of Education of Howard County

Signature: _____ Date _____
Michael Martirano, Ed. D.,
Superintendent of Schools

Firms Signature: _____ Date _____
Authorized Person at Firm

Print Name

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

WITNESS: By: _____ Date _____
Signature

Print Name