

**Request for Proposal No. 059.18.B5
For
Laptop Computer Purchase, Setup and Distribution**

| Date | Event |
|---------------------------|-------------------------|
| April 13, 2018 | Issuance of RFP |
| April 20, 2018 | Last Date for Questions |
| April 27, 2018, 2:00 p.m. | RFP Due |
| June 7, 2018 | Expected Board Approval |

Introduction and Background

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit submittals from qualified firms to provide the Department of Information Technology with Dell Computer Parts and Repair Services.

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 76 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 approximately 8,000 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 I. SOLICITATION INSTRUCTIONS

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

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

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Questions shall be submitted in writing via email to Ted_Ludicke@hcpss.org. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
3. Pre-Proposal Conference. A Pre-Proposal Conference will not be held in conjunction with this RFP.
4. Bid Submittal Process
 - 1.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 1.2. Bids are to be submitted electronically in PDF format or as indicated, on a USB Flash Drive sealed in a packet. Bid responses must be submitted to the Howard County Department of Education, Purchasing Office, 10910 Route 108, Ellicott City, Maryland 21042, no later than the time and date specified on the bid cover sheet.
 - 1.3. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. 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. The contract will terminate when HCPSS determines that the project is complete.

7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening bids.
8. 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.
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 Proposal.

Offerors may not modify, supplement, cure, or change proposals in any way after the due date and time unless specifically requested by HCPSS.

10. 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).
11. 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.
12. 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.
13. 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.
14. Multiple Proposals. Offerors may submit more than one Proposal.
15. Alternate Solution Proposals. Offerors may submit an alternate to the Solution in this RFP.
16. Financing. Offerors may include financing options with their Proposal.
17. Forms. This solicitation is designed for the Offeror to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Offeror's proposal. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
18. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.

19. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
20. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 20.1. Protests shall be filed in writing to the Purchasing Office prior to contract award by the Board of Education. 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.
 - 20.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
 - 20.2.1. Name and address of the protester
 - 20.2.2. Appropriate identification of the bid
 - 20.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - 20.2.4. Suggested remedy(ies)

SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Offoror'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. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. HCPSS will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. HCPSS's intent is not to direct the use of any particular subcontractor, however, 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 within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.
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 the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure 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 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.

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.

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 the HCPSS contract.

9. Identification. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times. Contractors 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.

- 10.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313- 6644.
- 10.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.

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.
 - 12.1. 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.
 - 12.2. Each participating jurisdiction or agency shall enter into its own contract with the awarded Offeror(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded Offeror(s).

SECTION 3. SPECIAL TERMS AND CONDITIONS

1. Agreement. Contractor shall provide to HCPSS professional services (the "Solution") 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 four (4) years from the date of contract execution. HCPSS may solely authorize three (3) additional one-year terms (a total of seven one-year terms) pending successful performance and availability of funds.
3. Price Adjustments
 - 3.1. Annual price adjustments will be considered after the initial contract period. HCPSS will consider adjustments based on the following conditions:
 - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
 - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to HCPSS a statement of any change in price to be applied.
 - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
 - 3.3. Product changes may be considered. 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. HCPSS shall be the sole determinant in accepting product or pricing changes.
4. HCPSS Contract Manager. HCPSS will designate a staff member to act as coordinator ("Project Coordinator") between HCPSS and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other HCPSS personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.
5. Professional Services.
 - 5.1. The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to HCPSS in writing as they occur.
 - 5.2. The Contractor shall perform the Project as described in accordance with a schedule agreed upon in writing by the parties. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.
6. Billing and Payment.
 - 6.1. The contractor shall submit invoices to the attention of the selected Project Coordinator, Howard County Department of Education, 10910 Rt. 108, Ellicott City, MD 21042.

6.1.1. Invoices shall contain the following information:

- 6.1.1.1. Purchase Order Number
- 6.1.1.2. Location where work performed
- 6.1.1.3. Description of work along with quantities
- 6.1.1.4. Start date and completion date
- 6.1.1.5. Total due

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

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

7. Evaluation and Acceptance Procedure.

7.1. Upon completion and delivery of each deliverable by Contractor, HCPSS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments will be based on the completion/delivery of a deliverable by Contractor and acceptance by HCPSS of each deliverable. Contractor will demonstrate to HCPSS that the deliverable has been completed or has occurred and will provide HCPSS with written notice of the same.

7.2. Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by HCPSS of a scheduled deliverable from Contractor, HCPSS shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then HCPSS will provide written confirmation Contractor that the deliverable is accepted.

7.3. If the deliverable does not Materially Conform, HCPSS shall immediately return notify the Contractor with a written list of deficiencies. Contractor, at no additional cost to HCPSS, shall thereafter make all appropriate and necessary fixes to the deliverable and notify HCPSS in writing of corrections made no later than a date mutually agreed to by both parties. If no date is given, then within ten (10) business days. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then HCPSS may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin contract termination process as defined in this document. If HCPSS does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

8. Confidential Information.

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

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

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

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

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

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

9. Relationship of The Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, the HCPSS will not withhold income taxes, social security or any other sums from the payments made Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
10. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in Insurance Requirements (Attachment A), 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 Contractor's 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 Contractor's 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. 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.
16. Subcontracting and Assignment.
 - 16.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to HCPSS for acts and omissions of subcontractors.
 - 16.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS. Contractor may designate a third party to receive payment without HCPSS's prior written consent unless in conflict with Maryland or federal law, but shall provide HCPSS with notification thereof.
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. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained when applicable.

24.1. Specific activities include, but are not limited to:

24.1.1. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.

24.1.2. Assessment of the contractor's security and privacy controls including HCPSS's security and privacy requirements in the agreement.

24.1.3. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

24.2. 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.

24.3. Contractor shall:

24.3.1. Establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials;

24.3.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and

24.3.3. Establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

24.3.4. Report any confirmed or suspected breach of data to HCPSS within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of HCPSS data shall be reported to HCPSS within 12 hours of discovery or detection.

24.3.5. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

24.3.6. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

24.4. On an annual basis, Contractor shall provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If

a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.

- 24.5. HCPSS or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.
25. Work Hours. Work performed inside HCPSS facilities shall be performed during HCPSS working hours (see HCPSS School Calendar at <http://www.hcpss.org/calendar>).
26. Shipping Costs: All shipping costs, regardless of quantity, rapidity, or distance, associated with a contract resulting from this RFP shall be borne by the Contractor.

SECTION 4. SCOPE OF WORK

1. Purpose. HCPSS's Information Technology Department is issuing this RFP to acquire Chromebooks or approved equal for student use.
2. Background
 - 2.1. HCPSS currently has approximately 54,000 students in 76 schools and is located between the metropolitan areas of Baltimore, Maryland, and Washington, DC. Currently, HCPSS manages approximately 49,000 computing devices with multiple stages of life cycle refresh.
 - 2.2. This RFP is in line with HCPSS's Envisioning the Future: Strategic Technology Plan to provide technology solutions in an efficient, cost effective and timely manner. Following this plan, Chromebooks will be the standard computing devices for daily operations for students to use to access instructional applications, information and creative new learning environments.
3. Objective. HCPSS intends to replace selected existing student laptops following an established refresh cycle in 42 elementary schools (ES), 20 middle schools (MS), and 12 high schools (HS) along with 3 Education Centers. Future teacher and staff deployments may be part of any resulting contract. Devices may be purchased in any quantities.
4. Quantities. HCPSS intends to initiate orders for up to 200,000 units, in any increment. throughout the life of a resulting contract. Offerors shall provide incremental pricing options for orders from 1 to 200,000 in their PRICE PROPOSAL.
5. Device Descriptions
 - 5.1. Devices shall be non-touch, touch screen, and convertible Chromebooks. Charging/storage carts shall support Chromebooks. All product shall be new, not used, not refurbished, and the latest version at time of purchase. Should a product be discontinued and/or upgraded during the contract period, the awarded Contractor shall offer HCPSS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices originally offered prior to placement of order.
 - 5.2. For each device provide:
 - 5.2.1. Hardware Warranty: Provide 1, 2, 3, and 4-year extended warranty options
 - 5.2.2. Repair Certification: Explain the certification process for HCPSS staff to make simple repairs: battery, keyboard, screen
 - 5.2.3. Google Chrome Management Console License
 - 5.2.4. Ruggedized Features: Describe ruggedized features: drop rating, peel resistant keys, spill resistance, etc.

| Device Type | Specifications |
|------------------------|---|
| Touch Chromebook | Chrome OS Processor: dual or quad core 4GB RAM 16 GB Internal Storage; with 32 GB preferred 11.6" multi touch screen Battery: Prefer Replaceable Wireless 802.11 ac and/or 802.11 n 1 USB Type-C charging port At least: 2 USB Ports, 1 HDMI Port |
| Convertible Chromebook | Chrome OS Processor: dual or quad core 4GB RAM 16 GB Internal Storage; with 32 GB preferred 11.6" multi touch screen |

| | |
|-------------------------|---|
| | Offers functionality as a laptop, table top, and tablet Battery: Prefer Replaceable Wireless 802.11 ac and/or 802.11 n 1 USB Type-C charging port At least: 2 USB Ports, 1 HDMI Port |
| Non-Touch Chromebook | Chrome OS Processor: dual or quad core 4GB RAM 16 GB Internal Storage; with 32 GB preferred 11.6" Battery: Prefer Replaceable Wireless 802.11 ac and/or 802.11 n 1 USB Type-C charging port At least: 2 USB Ports, 1 HDMI Port |
| Charging/Storage Device | Rolling secure smart-charging cart to accommodate 30-32 devices per classroom. Ease of withdrawing/reshelving devices a bonus. Offeror may offer more than one smart-charging cart solution. |
| Staff Device | Chrome OS Processor: dual or quad core 4GB RAM 16 GB Internal Storage; with 32 GB preferred 13.3, 14, or 15.6 non-touch/ or touch if available Battery: Prefer Replaceable Wireless 802.11 ac and/or 802.11 n 1 USB Type-C charging port At least: 2 USB Ports, 1 HDMI Port |

5.3. Specifications are baseline specifications. Additional/multiple Chromebook models, or configurations, may be submitted by Offerors for consideration providing that they meet or exceed specifications identified in this RFP.

6. Implementation Schedule (proposed dates are estimated)

| Project Milestone | Due Date |
|---|----------------|
| Contract Award | May 18th, 2018 |
| Sample Devices Received | May 21st, 2018 |
| Acceptance Testing Conducted by HCPSS | May 25th, 2018 |
| Pilot Devices Received (one 30-unit cart each for three selected schools) | May 29th, 2018 |
| Wave 1 Distribution Commences | Aug 3rd, 2018 |
| Wave 1 Distribution Completed | Aug 10th, 2018 |
| Wave 2 Distribution Completed | TBD |
| Wave 3 Distribution Completed | TBD |

7. Substitutions. Substitutions will be considered. Device substitutions other than Chromebooks shall minimally meet or exceed specifications identified in this RFP.
8. Deliverable Summary. Contractors shall, in addition to, or as part of Chromebook White Glove Service On-Site, minimally:
- 8.1. Provide Chromebooks for testing
 - 8.2. Provide new Chromebooks
 - 8.3. Provide compatible charging/storage carts

- 8.4. Provide domain licenses
 - 8.5. Enroll Chrome license for each Chromebook. Configure settings and apply policies.
 - 8.6. Install & test content management and classroom sharing tool
 - 8.7. Provide distribution, inside delivery and setup as scheduled
 - 8.8. Inventory each new device
 - 8.9. Collect retired units, record inventory tag, ship to disposition location
 - 8.10. Provide inventory report to HCPSS Contract Manager
 - 8.11. Dispose of all trash
 - 8.12. Provide training
 - 8.13. Provide all maintenance, technical support, warranty service, repair & replacement services (Offer 1, 2, 3, & 4-year extended warranty pricing)
9. Delivery Schedules. Deliveries will be scheduled by the Contractor in accordance with a schedule established by the HCPSS Contract Manager. Direct delivery by the Contractor or shipping schedules shall support distribution to staff members in multiple schools and HCPSS locations throughout Howard County. A portion of unassigned devices may be delivered to HCPSS warehouse location located at 6675 Amberton Dr, Elkridge 21075.
 10. Acceptance Testing Computing Devices
 - 10.1. After award the Contractor shall provide up to 10 devices of each model in advance of the first distribution to support performance and integration testing with existing HCPSS systems. THESE WILL BE RETURNED to the Contractor.
 - 10.2. Contractor shall support HCPSS technical support team during acceptance testing to troubleshoot any integration, compatibility or technical issues that may be encountered. Issues not able to be resolved within 2 business days through telephone or web conference communication may require on-site Contractor support.
 11. Distribution of Devices. Contractor shall provide and distribute the devices and carts to schools in accordance with a schedule to be established after contract award to over 76 schools. Distribution includes inside delivery, setup, domain licenses, Chromebook license enrollment, and configuration of settings and apply policies, and installation and testing of content management and classroom sharing tool.
 12. Inventory. Contractor shall inventory all devices, including carts, ordered and delivered, regardless of quantity ordered, Contractor shall affix a HCPSS issued inventory tag & number to each device. Device school/building, location in school/building, date of order, purchase order number, make, model, and serial number shall be recorded and entered into HCPSS's technology inventory tracking database.
 13. Retired Device Collection. Contractor shall collect, record inventory tags, and prepare devices for shipment to the HCPSS warehouse.
 14. Buy-Back Program. If HCPSS has chosen to incorporate the Offeror's buy-back program in this RFP's resulting contract, Contractor shall provide HCPSS Contract Manager with an offer in writing to buy back retired equipment. If accepted, Contractor shall arrange for the immediate removal and disposition of devices from HCPSS premises.
 15. Training
 - 15.1. Contractor shall:
 - 15.1.1. provide training for the HCPSS Support Team (approximately fifteen technicians) for first-line device support including storage/charging carts.
 - 15.1.2. provide training for selected HCPSS technicians to obtain certification staff to make simple repairs: battery, keyboard, screen
 - 15.1.3. train the Support Team and the HCPSS Contract Manager on the use of Contractor's reporting mechanisms to track status of devices that have been submitted for service.
 - 15.1.4. provide a detailed digital troubleshooters' guidebook for use by HCPSS Support Staff in performing first level support troubleshooting tasks.

15.2. Offeror may offer multiple training plans as part of the proposal.

16. Product Documentation. Contractor shall provide OEM user manuals and guides in electronic format.

17. Technical Support, Maintenance and Repair. The Offeror shall provide maintenance, technical support and repair services for original devices or replacement devices delivered under this contract.

18. Accident Insurance. The Offeror shall provide an offer for Accident Insurance for original devices or replacement devices delivered under a resulting contract.

19. Warranty Service/Repair

19.1. Contractor shall provide Warranty Repair Service for all devices purchased and installed resulting from this RFP's resulting contract. The Offeror shall provide 1, 2, 3, and 4-year extended warranty pricing options for each device model.

19.2. The Contractor shall provide the services of a single point of contact Service Manager. The Service Manager shall ensure that repair and replace response times are met, provide progress reports, and participate in monthly meetings with the HCPSS Contract Managers or designated staff.

19.3. Service Guarantee: The Contractor shall perform all work in accordance with current professional standards and best practices using first quality original equipment manufacturer (OEM) authorized parts.

19.4. Parts Guarantee: Parts shall maintain verifiable Chromebook warranties. Offeror shall identify such warranties in response to this proposal.

19.5. Service Requests: Service requests shall be via an on-line request system. The Offeror shall propose a method(s) of submitting service requests. The date and of on-line requests shall be used as the start time for measurement of the initial response time and the repair or replace time frame.

19.6. Initial Response Requirement: At a minimum, the Contractor's initial response shall consist of making personal contact with the HCPSS designated staff where the malfunctioning device is located to coordinate the schedule for repair or replacement service.

19.7. Coordination of work schedule: The Contractor shall coordinate the repair or replacement with the HCPSS designated contact. HCPSS will provide contacts, addresses, and telephone number for each HCPSS location.

19.8. Initial Response Times: The Contractor's initial response is required within four (4) hours of receipt of the service request.

19.9. Repair or Replace Time Frames: The Contractor shall either replace or repair the malfunctioning computer as needed to meet the required repair or replace time frame. The contractor shall provide replacement parts/devices. The required response timeframe is within three (3) business days of receipt of the service request.

19.10. Replacement parts: All replacement parts supplied by the Contractor shall be quality original equipment manufacturer (OEM) parts or certified quality reconditioned OEM parts so that the performance is equivalent to that of a new part.

19.11. Notification of Replaced Equipment: When a device is replaced, the Contractor must submit to the designated HCPSS staff the serial numbers and descriptions of both the original and replacement devices. There is no exclusion or exception to this requirement.

19.12. Notification of Completion of Service Request: Within one (1) business day of the completion of a service request, the Contractor must transmit to the HCPSS Contract Manager, via email, a document detailing the HCPSS service request identification number, problem description, solution description, serial number of the malfunctioning computer, completion date and time for the service request, and approval signature of the HCPSS office contact or computer user verifying restoration of the device. If the document is not received, HCPSS shall assume the service request was not addressed within the agreed

time frame.

20. Contractor Qualifications.

20.1. The Contractor shall:

- 20.1.1. Be a certified reseller of devices, device licenses, and associated parts as described in this RFP
- 20.1.2. Be an established computing device dealer, service, and/or manufacturer for the past five (5) years implementing services and providing products similar to requirements in this RFP.
- 20.1.3. Have the capacity to provide next business day delivery service to HCPSS if required.
- 20.1.4. Be legally allowed to do business in the state of Maryland.
- 20.1.5. Be able to provide 24 x 7 issue reporting through a web-based portal system
- 20.1.6. Maintain an established local, fully staffed, configuration center within 25 miles from Howard County Maryland.

- 20.2. An authorized representative of HCPSS may visit any prospective Offeror's place of business to determine its ability, capacity, reliability, financial stability, and other factors necessary to perform the contract, and to meet with those assigned to the contract at any time prior to award and through the life of the resulting contract.

21. Contractor Personnel Qualifications and Certifications

- 21.1. Offeror shall provide only qualified staff experienced in implementing these devices to adequately achieve the program schedule described within this RFP. The Offeror shall provide detailed resumes of personnel to be assigned to the HCPSS project including any pertinent certifications and years of experience in the completion of this contract. Each team member may be virtually interviewed (face to face or via web or telephone) by HCPSS as part of the evaluation process.

21.2. Project Manager

- 21.2.1. For the life of the contract, the Offeror will provide an Project Manager located at the Offeror's site to address all hardware, technical support and contractual issues.
- 21.2.2. Education: A Bachelor's Degree from an accredited college or University with a major in Computer Science, Information Systems, Engineering, or technical hardware maintenance and support discipline. A Bachelor's Degree in one of the above discipline equals one year specialized and two years general experience.
- 21.2.3. General Experience: Must have 8 years of computer hardware maintenance and support experience in at least two of the following disciplines: Equipment Operations and Hardware maintenance and Support as a Project Manager in the areas of computer equipment and peripherals.
- 21.2.4. Specialized Experience: At least 5 years of experience as a computer hardware maintenance and support Engineer or Project Manager in the areas of computer equipment and peripherals.

21.3. Technicians

- 21.3.1. The Offeror shall provide the services of Chromebook certified technicians to provide warranty repair services and support on devices on an on-call basis for Chromebooks purchased through any resulting contract.
- 21.3.2. Identify Computer Technicians to be assigned to any resulting agreement. Each technician should have a minimum of four years general and specialized experience in the repair, maintenance and support of computer equipment and peripherals. Identify specific certifications.

22. Non-Performance of Personnel

- 22.1. Right to Replace or Reject Contractor Technicians: HCPSS reserves the right to request that technicians that HCPSS determines as unqualified or unprofessional in performance of duties or in conduct at HCPSS locations be replaced. HCPSS reserves the right to review and approve the resumes of technicians proposed and reject technicians that HCPSS deems as unqualified.

- 22.1.1. In the event that HCPSS is dissatisfied with the Contractor's personnel for not performing the

Contractor personnel may be removed at the HCPSS Contract Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non- performing person initially proposed and evaluated and accepted in the agreement. The HCPSS Contract Manager will determine the amount of time the Contractor has to provide a replacement.

23. Meeting Requirements. Progress meetings (by phone, face to face, or web conferencing) are an essential part of this contract. Minimally, the Contractor's key project staff assigned to HCPSS implementation shall attend a kick-off meeting and regular progress meetings with the HCPSS Executive Director of Information Technology and/or designee.

24. Reporting

24.1.1. The Contractor shall provide weekly progress reports to the HCPSS Contract Manager.

Progress reports shall contain, as a minimum, the following information:

24.1.1.1. Purchase Order Number, Location, reporting period and "Progress Report" shall be included in e-mail subject line.

24.1.1.2. Work accomplished during the weekly reporting period.

24.1.1.3. Deliverable progress, as a percentage of completion.

24.1.1.4. Problem areas including scope creep or deviation from the work plan.

24.1.1.5. Planned activities for the next reporting period.

24.1.1.6. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

25. HCPSS Responsibilities

25.1. HCPSS Contract Manager: Before the start of implementation, HCPSS will appoint an employee who will serve as the Contract Manager to whom the Offeror shall address project communications. The role of the Contract Manager is to provide direction of staff working on the project as well as direction, communication guidelines, and procedures for reporting to management and leadership within HCPSS.

25.2. The HCPSS Contract Manager will:

25.2.1. Resolve deviations and changes from the contract caused by HCPSS, employed vendors, or the awarded Offeror.

25.2.2. Perform all staff management and assignment of HCPSS personnel.

25.2.3. Gain the participation and commitment of HCPSS staff.

25.2.4. Work with the Contractor's staff to administer change control.

25.2.5. Communicate concerns specific to the Contractor's performance, Contractor employees, and Contractor sub-contractors.

25.2.6. Provide all assistance deemed reasonable and necessary to help the Contractor address the obligations specified herein as it relates to current HCPSS operations, documentation, required information and assistance.

25.2.7. Work with Technology Business Manager to make sure invoices are paid per agreement.

25.2.8. Facilitate reasonable access to schools and other HCPSS facilities for the purposes of training and performance.

SECTION 5. EVALUATION CRITERIA

1. Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Proposal. 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.

2. 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.

3. Technical Proposal

Clear, concise, yet detailed responses to the technical criteria below are to be provided. Standard sales material may be provided but shall be attached as an Attachment rather than included within the body of the Proposal. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.

The information identified below shall be furnished in the Proposal. Failure to include any of the items listed below 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.

Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and clearly identified in its proposal as TECHNICAL PROPOSAL.

- 1.1. Project Summary: Provide a comprehensive, detailed narrative describing how the Offeror plans to meet HCPSS' Requirements as described and required in this RFP.
- 1.2. Technical Requirements: Describe in detail how the Offeror meets HCPSS' Technical Requirements ***in the order provided*** in Section 4, Scope of Work.
- 1.3. Alternate Implementation Method: Offerors may provide an alternative methodology(ies) for the Solution. Include assumptions, HCPSS resources required, and any other relevant information.
- 1.4. Unique Qualifications. Offerors may provide a narrative elaborating 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.
- 1.5. Value-Added Options: Offerors may provide any value-added products or services.
- 1.6. Company Profile/Demonstration of Prior Work. The Offeror shall demonstrate and certify that it possesses at a minimum five (5) years of experience providing product and services as described in this document to institutions similar to HCPSS in scale. This includes providing details on company history, number of employees, and number of similar computer repair contracts.
- 1.7. References: The Offeror must provide references for a minimum of three contracts of similar size and scope. References shall include contact person's name and telephone number, dates of services, types of personnel supplied, and descriptions of services performed. Work performed for public school systems should be included.
- 1.8. Signature. Complete and sign the RFP Signature Sheet (Attachment A)
- 1.9. Acknowledge compliance with HCPSS Insurance Requirements (Attachment B).

- 1.10. Acknowledge compliance with HCPSS Student Data Sharing Agreement (Attachment D).
- 1.11. Acknowledge receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (Attachment E) shall be completed, signed, and included in the Offeror's Proposal.
- 1.12. Proposal Affidavit: Complete and sign the Proposal Affidavit (Attachment F) and enclose with the Technical Proposal.
- 1.13. Acknowledge Review of Contract: The HCPSS Contract for this procurement will contain the provisions in Attachment L as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror warrants that they have reviewed Attachment G, Agreement for Professional Services, and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.

SECTION 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. The decision of the award(s) of the Contract will be made at the discretion of the Purchasing Office and will depend on the facts and circumstances of the procurement.
- 1.2. Following the Purchasing Office's qualifying review and approval. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.

2. Shortlisting: A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal. Shortlisted Offerors may also be required to provide a product trial.

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 Solution 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 in the proposed product and its implementation; 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. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. Ample time will be available for the HCPSS and the Offeror to ask questions and discuss issues and concerns related to the Solution, 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.

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.

4. Best and Final Offers. Best and Final Offers, as determined by the Purchasing Office, may be requested at this time.

5. Negotiations: HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.

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.

7. Price Proposal. Offeror is to respond with pricing, PRICE PROPOSAL, for its proposed Solution to meet the requirements described in its technical response.

The PRICE PROPOSAL shall include incremental pricing options for orders from 1 through 200,000 Chromebook devices and from 1 through 3,000 storage/charging carts.

Incremental pricing shall be provided for proposed Touch Chromebooks, Convertible Chromebooks, Non-Touch Chromebooks, Charging/Storage Devices, and Staff Devices and shall include:

- A. Manufacturer
- B. Model or Part Number
- C. Product Description
- D. List Price
- E. Discount Off of List Price
- F. One (1) year full replacement and/or repair warranty
- G. Extended Total

Offerors may provide pricing for Alternate Implementation Methods.

Offerors may provide Value-Added Options.

Offeror's PRICE PROPOSAL shall be submitted separate from the TECHNICAL PROPOSAL and clearly identified in its proposal as PRICE PROPOSAL.

Attachments and Forms (Check List)

| | | |
|--------------|--|--|
| Attachment A | Signature Sheet | |
| Attachment B | Insurance Requirements | |
| Attachment C | Client Data | |
| Attachment D | Acknowledgement of Receipt of Addenda Form | |
| Attachment E | Bid/Proposal Affidavit | |
| Attachment F | Agreement for Professional Services | |

Attachment A

Signature Sheet

A. Offeror's Certification

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

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

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

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

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

B. Vendor/Contractor Disqualification - Bribery

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

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign bid)

(title of authorized representative)

(signature of authorized representative) (Date)

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

ATTACHMENT B

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

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

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

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

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

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

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, shall 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 shall 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 shall 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 shall 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;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage shall 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.

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

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

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

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

ATTACHMENT C

CLIENT DATA

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) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Definition of "CLIENT Data":** CLIENT Data include all Personally Identifiable Information (PII) and other non-public information. CLIENT Data include, but are not limited to, student data, metadata, and user content.
- B. **Data Collection and Use:** ENTITY will collect and use CLIENT Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- C. **Education Records:** If ENTITY will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the ENTITY 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. ENTITY 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 gross negligence or willful misconduct by ENTITY, its agents and employees concerning its FERPA obligations under this section.
- D. **Obligation of Confidentiality:** In performing services under this Agreement, ENTITY and CLIENT may be exposed to and will be required to use certain "Confidential Information", as defined below. ENTITY 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 this Agreement.
- E. **Definition of Confidential Information:** "Confidential Information" means information, not generally known, and proprietary to the ENTITY or CLIENT or to a third party for whom the ENTITY 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 the ENTITY or CLIENT. Confidential Information includes all information which ENTITY or CLIENT acquires or becomes acquainted with during the period of this Agreement, whether developed by ENTITY, CLIENT or others, which ENTITY or CLIENT has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual student and information within the definition of "Education Record." 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 ENTITY; (ii) all information provided by ENTITY 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.
- F. **Maintenance of Confidentiality:** Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to ENTITY, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement. Any such 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 subject to

paragraph F.1 below.

1. Upon termination or completion of the Services hereunder, upon request of CLIENT, ENTITY will delete the CLIENT's Confidential Information as housed in the ENTITY production database(s), provided that ENTITY may maintain archival copies for audit purposes and dispute resolution purposes and ENTITY may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. ENTITY 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 this Agreement.
- G. Data De-Identification:** ENTITY 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, ENTITY agrees not to attempt to re-identify de-identified Data.
- H. Data Mining, Marketing and Advertising:** Except as indicated in Section G above, ENTITY 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.**
- I. Modification of Terms of Service:** ENTITY 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 ENTITY. 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.
- J. Data Sharing:** ENTITY 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 ENTITY, 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 the CLIENT.
- L. Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the ENTITY has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the ENTITY's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. ENTITY will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the ENTITY may have transferred Data, are destroyed.
- 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 the ENTITY (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 ENTITY 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 ENTITY any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade Data.
- N. Access:** Except as otherwise expressly prohibited by law, the ENTITY 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 ENTITY seeking CLIENT Data. If the

CLIENT receives a similar request, the ENTITY will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.

O. *Security Controls and Risk Management:* ENTITY 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 that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of PII and Confidential Information in a secure manner.

1. To comply with the safeguard obligations generally described above, ENTITY 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 safeguards' key controls, systems and procedures.
2. ENTITY will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. ENTITY 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.

P. *Data Breaches:* ENTITY shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after ENTITY has either actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. ENTITY shall have actual or constructive knowledge of an Incident if ENTITY actually knows there has been an Incident or if ENTITY 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. ENTITY 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. ENTITY shall promptly take appropriate action to mitigate such risk or potential problem at ENTITY's expense. In the event of an Incident, ENTITY 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.

Q. *Employee and Subcontractor Qualifications:* ENTITY 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.

R. *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. ENTITY will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." ENTITY agrees to be bound as an "operator" under the law regardless of the ENTITY's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).

- S. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the ENTITY 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).
- T. **Monitoring:** The ENTITY agrees to allow the HCPSS the ability to audit the ENTITY's use of HCPSS data to ensure compliance with the terms of this agreement.
- U. **Indemnification:** ENTITY agrees to indemnify and hold harmless HCPSS, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement 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 set forth in paragraph R above. The indemnities set forth herein will survive the expiration or termination of this Agreement.

HCPSS agrees to indemnify and hold harmless ENTITY, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of HCPSS or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement 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. The indemnities set forth herein will survive the expiration or termination of this Agreement.

ATTACHMENT D

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

PROPOSAL NO.

PROPOSAL DUE DATE:

FOR

NAME OF OFFEROR: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Printed Name

Title

ATTACHMENT E

BID/PROPOSAL AFFIDAVIT

Date: _____

ACKNOWLEDGEMENT OF MBE AFFIRMATION ACTION REQUIREMENTS

The undersigned acknowledges that this project has a goal of actively attempting to achieve a minimum of twenty-five percent (25%) of the value of this contract for all materials, supplies, equipment and services directly or indirectly from Minority Business Enterprises. The undersigned shall complete the "Minority Business Enterprises Utilization Affidavit" and other related requirements in accordance with the bid specifications.

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert 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 firm 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, employees, agents, or employees of agents who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. **The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:**

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

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

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

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

(Witness)

(Signed)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 1999.

NOTARY PUBLIC

My Commission Expires:

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

Contractor's # _____

We are/I am licensed to do business in the State of Maryland as a:

☐ Corporation ☐ Partnership ☐ Individual ☐ Other



STANDARD CONTRACT

Attachment F

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # _____

THIS AGREEMENT is entered into this ____ day of _____ 2018, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____, (hereinafter referred to as the "Consultant").

RECITALS

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

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

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

RFP # _____
Proposal Response per dated _____.

ARTICLE II - TERMS AND CONDITIONS

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

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and continue for a period of one year commencing on _____ and terminating _____. The agreement may be extended an additional four (4) one year periods subject to funding.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

(1) The Consultant shall receive his full compensation for all work and services performed according to conditions outlined in the solicitation.

(2) Payment shall be made in three installments upon submission of an invoice.

ARTICLE V- INSURANCE

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

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

WITNESS:

BOARD OF EDUCATION OF HOWARD
COUNTY

By: _____(SEAL)
Cynthia L. Vaillancourt, Chairman
Board of Education of Howard County

APPROVED:

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

WITNESS:

By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax