



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-6600, fax (410) 313-6789

February 24, 2016

To All Interested Workday Contractors:

The Howard County Public School System (HCPSS) invites your submittals to provide Workday Data Services in the form of temporary staffing for Workday primarily focused on integration services (custom and EIB's), report writing, and business process configuration for the Department of Budget and Finance of the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 039.16.B1. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, until 3:00 p.m. on March 9, 2016.

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

Copies of the Request for Proposal may be obtained by contacting the Purchasing Office at the address above or by calling (410) 313-6644. Copies of the RFP may also be obtained from the HCPSS website at www.hcpss.org/about-us/purchasing/current-bids/. Organizations obtaining the RFP from the website are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

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

Sincerely,

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

Douglas Pindell, CPPO
Director of Purchasing



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

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

NO BID REPLY FORM

Sealed Bid For: Workday Data Services

Bid Number: 039.16.B1

Bidder: _____

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

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

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

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

- _____ 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 7. Other: _____
- _____ 8. We wish to remain on the Bidders' List.
- _____ 9. We wish to be removed from the Bidders' List for the above stated commodity.

REQUEST FOR PROPOSALS

FOR

**WORKDAY INTEGRATION, REPORT WRITING SERVICES AND BP CONFIGURATION
SERVICES**

RFP No. 039.16.B1

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

February 24, 2016

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PART I GENERAL INFORMATION

1.1 Purpose

The Howard County Public School System (HCPSS) is in the process of implementing Workday and has issued this Request for Proposals (RFP) to solicit submittals from qualified firms to provide the Budget and Finance Department with Workday Data Services in the form of temporary staffing. Services will be primarily focused on Workday integrations (custom and EIB's), Workday report writing, Business Process configuration services. Under the direction of the Workday Project Manager, the individuals will work in synchronization with the Workday implementation team to build integrations, reports and BP's, troubleshoot issues post go-live and support knowledge transfer to HCPSS team members. HCPSS reserves the right to decide when and if project assignments will be made and makes no commitment to a specific number of assignments or value of work.

1.2 Background

Howard County is located in Central Maryland. HCPSS has more than 51,000 students enrolled in 75 schools (41 elementary schools, 20 middle schools, 12 high schools, and two special schools).

Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Fiscal 2016 Operating Budget. This website may be accessed at www.hcpss.org.

1.3 Obligations of HCPSS

HCPSS shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. HCPSS reserves the right, in its sole discretion, to select qualified responses to this RFP without discussion of responses with respondents. HCPSS reserves the right to reject any or all submitted responses. All submittals will become a part of the HCPSS official procurement files, and will be available for public inspection.

1.4 Respondent Obligations

Qualified firms are invited to submit responses in accordance with this RFP. Submittals must address all requirements stated in this RFP. The Contractor will be liable, both individually and severally, for the performance of all obligations under the contract, and will not be relieved of non-performance of any subcontractor.

Submittals must identify any subcontractors, and outline the contractual relationship between the Contractor and each joint respondent or subcontractor. An individual with authority to bind each proposed subcontractor or joint respondent must sign a statement to the effect that the subcontractor or joint respondent has read and agrees to abide by the Contractor's obligations under the Contract. The Contractor's submittals must include originals of these statements.

The Contractor will be the sole point of contract responsibility. HCPSS will look solely to Contractor for performance of the contract. The Contractor will indemnify and hold harmless HCPSS from any claim asserted by or against the Contractor, Contractor's subcontractors or joint respondents.

Although not detailed in this document, HCPSS reserve the right to negotiate a contract amendment with the Contractor for additional services that may be required.

1.5 Schedule of Events

HCPSS currently anticipates that the compilation of the list of approved vendors will proceed according to the following schedule:

February 24, 2016	Issuance of RFP
March 9, 2016	Deadline for Submission of responses (3:00 p.m. local time) <u>Late submittals will not be considered.</u>
March 11, 2016	Contract Execution (or as soon thereafter as practical)

The above dates are subject to change.

1.6 Contact

Questions concerning this RFP must be in writing and addressed to Douglas Pindell, Director of Purchasing, HCPSS. Upon issuance of this RFP, other employees and representatives of HCPSS will not answer questions or otherwise discuss the contents of this RFP with any potential respondents or their representatives. Failure to observe this restriction may result in disqualification of any subsequent submittal. This restriction does not preclude discussions unrelated to this RFP.

1.7 Respondent Understanding of RFP

By submitting a signed submittal, a respondent represents that it fully understands this RFP and will abide by its terms and conditions, including those appearing as Appendix A to this RFP and the HCPSS Standard Contract that appears as Appendix B to this RFP. No exceptions, amendments, or deviations from this RFP will be allowed in any submittals unless agreed to in writing and raised by the bidder prior to or during the pre-submittal conference. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

1.8 Deadline for Submission of Responses

To be considered, submittals must be received in the issuing office the date and time specified in Section 1.5 of this RFP. See Section 1.10 of this RFP for delivery address. HCPSS prefers hand or overnight delivery. Faxed or electronic responses are not acceptable.

1.9 Right to Amend, Modify or Withdraw RFP

HCPSS reserves the right, in its sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of HCPSS to do so. The decision of HCPSS shall be administratively final in this regard.

1.10 Issuing Office

HCPSS Purchasing Office is the Issuing Office and the sole point of contact for the RFP. Purchasing Office is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. **All communications concerning this procurement must be in writing and addressed to:**

Douglas Pindell, CPPO
Director of Purchasing
Howard County Public School System
10910 Clarksville Pike, Ellicott City, Maryland 21042
Phone: 410 313-6722 Fax: 410 313-6789 dpindell@hcpss.org

Written questions must be received prior to or no later than the pre-submittal conference, if scheduled. HCPSS will make every effort to provide a timely, written response to questions.

1.11 Open Records

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

If a respondent believes that a submittal or parts of a submittal are confidential, then the respondent must so specify. The respondent must stamp, in bold red letters, the term “**CONFIDENTIAL**” on that part of the submittal that it believes to be confidential. Respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the Contract is awarded and fully executed. The successful submittal may be considered public information even though parts are marked confidential.

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

1.12 Written Questions and Official Responses

Inquiries concerning this RFP must be in writing and received by the Issuing Office specified in Section 1.10 no later than the date and time specified in Section 1.5 of this RFP. Telephone inquiries will not be accepted. Questions may be submitted by fax. Responses to inquiries of a general nature will be distributed to all entities filing a letter of intent to submit a submittal. Responses to inquiries of a specific nature will be provided only to the requester. HCPSS reserves the right, in its sole discretion, to determine whether a request is of a general or specific nature.

If a respondent discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, the respondent must immediately notify the Issuing Office. If a respondent fails to so notify the Issuing Office, such respondent submits a response at its own risk and under such conditions. If such respondent is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

1.13 Time

The times stated in this document refer to the Eastern Time Zone. Unless otherwise stated in this document, the applicable time deadline will be 3:00 p.m. on the date specified.

HCPSS’ regular office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, except for holidays.

1.14 Copies

Respondents must submit one (1) signed original and two (2) copies of their submittals. Respondents must include copies of their cost proposals in their submittal. Please include one (1) redacted copy as well.

PART II

SUBMITTAL FORMAT

2.1 Introduction

Submittals must be organized as described in Section 2.2 below. Submittals not organized in this manner are subject to disqualification. Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

2.2 General Organization of Submittal Contents

Submittals must be organized as follows:

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Submittal Information
- e. Cost Proposal (See Appendix D)
- f. Statutory Affidavit and Non-Collusion Certification (See Appendix E)
- g. Subcontractor Information, if applicable (See Section 2.6.1)

2.3 Transmittal Letter

Respondents must include with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for **90 days from the deadline for delivery of submittals. Any submittal containing a term of less than 90 days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind the respondent to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. The respondent also must indicate, in its transmittal letter, why it believes it is the most qualified to provide the requisite services.

The transmittal letter must include a statement of acceptance of the terms and conditions as specified in Appendix A of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix B). If a respondent takes exception to any of the proposed terms and conditions stated in Appendix A or the Standard Contract that appears as Appendix B of this RFP, those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Respondents are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline set in Section 1.5 of this RFP for the submission of questions.

2.4 Executive Summary

Respondents must provide an executive summary of their submittals and represent that respondents' submittals address all of the requirements of this RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning cost. Respondents must identify any services that are provided beyond those specifically requested. If respondent is providing services that do not

meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

2.5 Table of Contents

Each submittal must include a table of contents that clearly identifies and denotes the location of each title and subtitle of the submittal. The table of contents must also clearly identify and denote the location of all enclosures of the submittal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Respondent Identifying Information

Each respondent must provide the following identifying information:

- a. name and address of business entity submitting the submittal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices, plants, and other facilities that relate to respondent's performance under this RFP;
- f. name, address, business and home telephone number, and fax number of respondent's principal contact person regarding the Contract;
- g. respondent's Federal Employer Identification Number;
- h. full name and address for each member, partner, and employee of respondent (and any subcontractors) who will perform services on this project; and
- i. statement regarding the financial stability of respondent, including the ability of respondent to perform the requisite services and additional services included in its response. The most recent audited financial statement of the respondent's organization may be requested by HCPSS.

2.6.1 Subcontractor Information

The respondent must provide statements from each of its proposed subcontractors, signed by an individual authorized to legally obligate each subcontractor, attesting to the fact that it will provide the services as represented in the submittal.

Subcontractors are required to submit ownership information similar to that required of respondents in Section 2.6 above. The respondent must disclose, at HCPSS request, any information regarding subcontractors.

2.6.2 Equal Employment Opportunity Practices

HCPSS is committed to assisting firms that are majority owned by minorities and women. A respondent must state in its submittal whether it is majority owned by minorities and/or women.

Respondents are expected to make every effort to meet or exceed the goal of 25 percent participation by organizations majority owned by Native American/Alaskans, Asian/Pacific Islanders, Blacks, Hispanics, persons with disabilities, and/or women.

2.6.3 Conflict of Interest

Each respondent must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal

relationship between the respondent, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract. Similarly, any personal or business relationship between respondent, the principals, or any affiliate or subcontractor, with any employee of HCPSS or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with HCPSS employees may be cause for contract termination. HCPSS reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification.

Each respondent must reveal any past or existing relationship between the respondent, its principal, employees, or any affiliate or subcontractor, with any state agency, entity, state employee, or other person in any way involved in the state's procurement and/or contracting processes. HCPSS reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest.

In submitting a submittal, a respondent affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Additionally, by submitting a submittal, respondent represents and warrants that if awarded the Contract, the award would not put respondent in a position of having to review and/or evaluate its own work in a past consulting or business engagement with the system. In any event, such existing and/or past relationships with the system must be disclosed in the submittal.

By submitting a submittal the respondent agrees that, if selected, the vendor will be independent and not be unduly influenced by any group or individuals, public or private, including HCPSS, the Maryland State Department of Education, the Maryland State Government, or any of its respective employees, members, or representatives.

2.7 Submittal Requirements

Please refer to Part III, below.

2.8 Cost Proposal

Please refer to Section 4.2 and Appendix D, below.

PART III

PROPOSAL REQUIREMENTS

3.1 Technical Issues

Vendors should prepare their responses to the Request for Proposal as described below. For rating purposes, the submittal will be evaluated for the following distinct parts:

A. Qualifications

Submittals must demonstrate that the respondent:

1. Is an established information technology firm.
2. Has the ability to supply personnel experienced in Section 3.2.
3. Has past corporate experience providing technical services in support of projects similar to those described in Section 3.2.
4. Conducts activities and methodologies in accordance with state-of-the-art practices.

B. Submittals

Company profile, including:

1. How long in business under current name.
2. Description of firm's lines of business. Include any corporate certifications and any partnerships with technology companies (e.g., Microsoft, Oracle, etc.).
3. Resumes of key personnel.
4. References for a minimum of three projects of similar size and scope completed, to include contact person's name and telephone number, dates of service, types of personnel supplied and description of services performed. Include any similar work performed for public school systems or local governments.
5. Statement of principals of ownership or investment in other corporations, partnership, or businesses of any nature - state name of business, nature of business, principals' involved, and nature of involvement.
6. Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome.
7. Statement of ability to comply with the insurance requirements identified under **Appendix C**.

C. Interpretation

1. An expansion of the respondent's understanding of the desired services as defined in Part I, General Information and this Section.
2. Information substantiating the respondent's ability to meet the Qualifications listed above in Paragraph 3.1.A.

D. Cost/Fee Structure

1. Respondents shall submit proposed hourly rates, utilizing the Form for Cost Proposal – **Appendix D**. Include additional sheets, if necessary.
2. Hourly rates shall be inclusive of overhead, profit, administrative fees, direct and indirect costs. No other expenses or fees will be added to the hourly rates.

E. Statutory Affidavit and Non-Collusion Certification (Appendix E).

1. All respondents must complete Appendix E and include it with their submittals.

3.2 Responsibilities and Skills

A. Responsibilities:

1. Design, build, test, and deploy Workday integrations using Workday Studio, Outbound/Inbound EIB's and the Cloud Connect Platform.
2. Create complex custom reports using Workday reporting functionality and custom fields.
3. Configure and deploy worklets and develop dashboards.
4. Configure and test business processes.
5. Migrate configuration changes to a production environment.
6. Investigate and resolve issues.
7. Conduct knowledge transfer to HCPSS staff.

B. Required Skills for Integrations Services:

1. Significant prior experience with Workday implementations.
2. Workday Integrations Certification.
3. Workday Studio experience (Workday Studio Certification preferred).
4. Technical skills in Java, VB Script, MVEL, SQL, XML, and XSLT.
5. HCM and/or Finance industry experience desired.
6. Ability to work independently and on a team.

C. Required Skills for Report Writing and BP Configuration:

1. Significant prior experience with Workday implementations.
2. Ability to build complex custom reports.
3. Skilled in configuring calculated fields (complex) required for reports.
4. Experience configuring and deploying worklets and dashboards.
5. Ability to configure, test and deploy business processes.
6. HCM and/or Finance industry experience desired.
7. Ability to work independently and on a team.

3.3 Contract Completion and Renewal

- A. This contract shall begin on upon award anticipated to be March 11, 2016 and extend for a period of one year. HCPSS may extend the contract for an additional two one year periods subject satisfactory performance and funding.
- B. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the Purchasing Office. The initial term of this contract is for approximately

one (1) year period. HCPSS reserves the right to renew the contract for two (2) additional years, one (1) year at a time.

- C. Any contract awarded pursuant to this Request for Proposal shall be conditioned upon an annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful Offeror under the contract. The contract shall provide that if such an appropriation is not made in any fiscal year, and HCPSS lacks funds from other sources to pay the compensation due under the contract, HCPSS shall be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, HCPSS shall not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. HCPSS shall provide the successful Offeror with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, HCPSS's failure to provide such notice shall not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

3.4 Optional Use of Contract

- A. HCPSS may extend the terms, conditions, and prices of this contract to the Howard County government, Howard County library, the Howard Community College, The University System of Maryland and Affiliated Institutions, other State of Maryland public, private and parochial schools and to those jurisdictions who are members of the Baltimore Regional Cooperative Purchasing Committee (BRCPC), a standing committee of the Baltimore Metropolitan Council (BMC). Each of the agencies will issue their own purchasing documents. HCPSS assumes no obligation on behalf of these agencies.
- B. HCPSS will not be a party to any contract entered into by any of the agencies under this paragraph, and shall have no duties toward the agencies or the vendor.

PART IV

SUBMITTAL EVALUATION AND SELECTION PROCESS

4.1 Introduction

This Part details the submittal evaluation and selection process and the mandatory format for submission of the cost portion of submittals (“cost proposals”).

4.2 Cost Proposal

The respondent must utilize the format provided in Appendix D in submitting a cost proposal in response to this RFP. The cost proposal must be included in each copy of the submittal. Any re-worked version of Appendix D that is intended to be a substitute for Appendix D, that is provided by a respondent may be determined as non-responsive, and may result in the submittal’s disqualification.

Respondent must include in its cost proposal all expenses associated with travel, and all other out-of-pocket expenses required to perform on this contract. All such costs will be at the expense of Contractor.

4.3 Submittal Evaluation and Selection

HCPSS will evaluate submittals on the criteria set forth in this section. Respondents who meet all of the criteria set forth in this RFP and whose proposed rates are deemed reasonable will be selected for the approved vendors list. The list will enable HCPSS to identify sources for a variety of technical support services as the need for them arises.

Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the respondent making the submittal, and shall offer the most cost effective submittal for the desired services.

Submittals shall be evaluated by an Evaluation and Selection Committee that may request additional technical assistance from any source. The Committee shall first review each submittal for compliance with requirements of the Request for Proposal. The Committee may recommend that the HCPSS waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that the decision is in the best interests of HCPSS.

The Committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying submittal:

Qualifications of the Firm	35%
Qualifications of the Individuals Proposed	35%
Cost and Fees	30%

HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Selection Committee.

PART V
PAYMENTS

5.1 Payments

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

APPENDIX A

GENERAL PROVISIONS

I. CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as “HCPSS”) shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

II. ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions for Professional Services

III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

IV. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their submittals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPSS. Blanket requests for the entire submittal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Offeror’s submittals shall be confidential.

V. INITIATION OF WORK

The Contractor shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor’s activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Contractor shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Contractor under this agreement

or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

VII. PERFORMANCE: SAVE HARMLESS: INSURANCE

- A. The Contractor shall take proper safety and health precautions and to protect his work, his employees, the public and the property of others from any damage or injury resulting solely from the performance of his work described herein.
- B. HCPSS shall be liable for any injuries to the employees, agents, or assignees of the Contractor arising out of or during the course of employment relating to this agreement.
- C. The Contractor has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in Appendix C.

VIII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Contractor, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

IX. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

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

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

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

X. DELAYS AND EXTENSIONS OF TIME

The Contractor shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

XI. REMEDIES AND TERMINATION

- A. ***Correction of Errors, Defects, and Omissions*** - The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of the responsibility.
- B. ***Set-Off*** - HCPSS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Contractor for damages and HCPSS may affirmatively collect damages from the Contractor.
- C. ***Termination for Default*** - If the Contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS 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.
- D. ***Termination for Convenience of HCPSS*** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.
- E. ***Obligations of Contractor upon Termination*** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:
1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 2. Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
 3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.
- F. ***Remedies Not Exclusive*** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

XII. RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor, architect, or engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.
- C. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.
- D. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

XIII. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS contract manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the contract manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

XIV. EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPSS any of their duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

XV. DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

XVI. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

XVII. CONTINGENT FEE PROHIBITION

- A. The Contractor warrants that they have 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 agreement, and that they have 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 agreement.
- B. For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

XVIII. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience Section, if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract.

HCPSS, however, reserves the right to negotiate with the Contractor to perform additional tasks not specified in this RFP that may be required in order to assure that the Contractor's recommendations are implemented and are having the desired effects.

XIX. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

XX. STAFF

The Contractor shall utilize the personnel named and/or otherwise identified in its submittal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Contractor's employ, or similar reasons, the Contractor shall promptly submit to the contract manager, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the contract manager.

APPENDIX B
STANDARD CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT #

THIS AGREEMENT is entered into this ____ day of _____ 2013, 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

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #039.16.B1, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this agreement.

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)
Christine O'Connor, Chairman
Board of Education of Howard County

APPROVED:

By: _____ (SEAL)
Renee A. Foose, Ed.D. Superintendent
Howard County Public School System

WITNESS:

By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

APPENDIX C

INSURANCE

- A. Work shall not start under this contract until Contractor has obtained all of the insurance called for hereunder and such insurance has been approved by HCPSS. Only original, signed certificates of insurance, or alternately, certified copies of the required insurance policies, will be accepted by HCPSS as evidence of required insurance. No subcontractor shall start work on this contract, or any subcontract of this contract, until all insurance required of the subcontractor has been obtained and approved by the Contractor.
- B. Contractor shall maintain Commercial General Liability insurance, Business Automobile Liability insurance, Errors and Omissions Professional Liability insurance, and Workers Compensation and Employers Liability insurance.
- C. Contractor shall require all subcontractors to maintain the same insurance as specified for the Contractor. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the School Board on demand.
- D. All insurance policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until 45 days prior written notice has been given to The Howard County Public School System." The Contractor shall furnish a new certificate prior to any policy change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all work and/or payments until the new certificate is furnished. Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of 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, or equivalent.
- E. No acceptance and/or approval of any insurance by HCPSS shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either, or both of them, by the provisions of the documents of this contract. The Contractor assumes all risks of direct and indirect damage, injury, or other loss to any person or any property, wherever located, resulting from any action, omission, commission, or operation under this contract, or connected in any way whatsoever with this contract.
- F. The Howard County Board of Education (including its officials, agents, and employees) is to be named an additional insured under the Contractor's Commercial General Liability policy, and the certificate of insurance, or the certified policy, must so state. Coverage afforded under this paragraph shall be primary as respects the School Board (including its officials, agents, and employees).
- G. The Contractor will provide insurance issued by companies licensed to do business within the State of Maryland, with the Best's Rating of at least A-, VI.
- H. The Contractor shall provide the following insurance with the limits specified:
 - 1. Statutory Workers Compensation and Employers Liability, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or others who may qualify for such coverage, which may arise by virtue of any statute or law in force within the State of Maryland. Employer's liability with limits of \$100,000 per accident, \$100,000 per employee for disease, and \$500,000 disease policy limit.
 - 2. Commercial General Liability insurance, or its equivalent, for bodily injury, personal injury and property damage including loss of use, with a minimum \$1,000,000 limit per occurrence, \$1,000,000 general aggregate including all of the following:

- a. General aggregate limit is to apply per project
 - b. Premium/operations
 - c. Actions of independent contractors
 - d. Products/completed operations to be maintained for two years after completion of work
 - e. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract
 - f. Personal injury liability for offenses related to employment.
 - g. Errors and Omissions Professional Liability insurance, with a minimum \$1,000,000 limit per occurrence, for each individual professional of the Contractor. This coverage shall continue in force for three years following completion of the Contract.
 - h. Business Automobile Liability insurance, with a minimum \$1,000,000 limit per accident, for owned, non-owned, and hired vehicles (minimum statutory limits for universal motorists).
 - i. Total limit requirements may be met by a combination of primary and umbrella excess liability coverage.
3. If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must:
- a. Provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract, and such certificates shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this contract, or
 - b. Purchase the extended reporting period (two years minimum) 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.
 - c. The limits of liability and any extensions, endorsements, or changes to be included, as described previously, remain the same.
- I. The Contractor will provide, on demand, certified copies of all insurance policies related to this contract within ten (10) business days of demand by the School Board. These certified copies shall be furnished to the School Board directly by the Contractor's insurance carrier or agent/broker.
- J. Compliance by the Contractor and all subcontractors with the foregoing insurance requirements shall not relieve the Contractor or any subcontractor from other provisions of this contract.
- K. Precaution shall be exercised at all times for the protection of all persons and all property.
- L. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, including any subsequent additions, deletions, and/or charges, as it may apply to this contract.
- M. The Contractor covenants to save, defend, hold harmless and indemnify the School Board and all of its officials, agents, and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability, or exposure, however caused, resulting from or arising out of, or in any way connected with, the Contractor's performance or non-performance of the terms of this contract or its obligations under this contract. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the contract, except that indemnification shall continue after final acceptance of the work by the School Board, for all claims for which the Contractor has been given notice involving products or completed operations.

APPENDIX D
FORM FOR COST PROPOSAL

I. FEE STRUCTURE

Personnel/staff	<u>Hourly Rate*</u>	<u>Hourly Rate**</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

(Attach additional sheets if necessary)

*NOTE: This hourly rate is all inclusive of overhead, profit, travel, accommodations, administrative fees, direct and indirect costs. No other expenses or fees will be added to this hourly rate. This rate represents on-site staff and work within Howard County, MD. For example, your local staff travel and accommodations would not be covered.

**NOTE: This hourly rate is all inclusive of overhead, profit, administrative fees, direct and indirect costs. No other expenses or fees will be added to this hourly rate. This rate represents off-site work outside of Howard County, MD.

For example, this would be work done at your facility where billable travel and expenses are not relevant.

II. ADDENDA

The bidder acknowledges receipt of the following addenda:

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

III. PROPOSAL SUBMITTED BY:

Signature Date

Print or Type Name Title

Company Name

Street Address

City, State Zip

Contact Telephone No. Fax No.

APPENDIX E

AFFIDAVIT

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

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

1. I am the _____ (officer) and duly authorized representative of the firm (the "Firm") _____ whose address is _____

_____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or 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 ~ 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 involved, their position with the firm, and the sentence or disposition of the charge.

(You may attach any explanation 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 is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County 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 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 judgment of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

Continued on next page

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

WITNESS:

Title: _____

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

Contractor's No. _____

(Signature)

(Title)

(Date)

(Printed)

In the presence of _____
(Witness) _____ (Date)

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

☐ Corporation ☐ Partnership ☐ Individual ☐ Other

APPENDIX F

CONFIDENTIALITY AND PRIVACY

CONFIDENTIAL INFORMATION

Obligation of Confidentiality - In performing services under this Agreement, Vendor and HCPSS may be exposed to and will be required to use certain "Confidential Information". Vendor and HCPSS 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.

Definition - "Confidential Information" means information, not generally known, and proprietary to the Vendor or HCPSS or to a third party for whom the Vendor or HCPSS 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 Vendor or HCPSS. All information which Vendor or HCPSS acquires or becomes acquainted with during the period of this Agreement, whether developed by Vendor, HCPSS or others, which Vendor or HCPSS has a reasonable basis to believe to be Confidential.

CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of HCPSS to VENDOR; (ii) all information provided by VENDOR to HCPSS 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. 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 VENDOR, 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.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon termination or completion of the Services hereunder, upon request of HCPSS, VENDOR will deliver to HCPSS (in a VENDOR format) the HCPSS's Confidential Information as housed in the VENDOR production database(s), provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes and VENDOR may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. VENDOR shall remain under its contractual obligation of confidentiality and security to HCPSS and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

DATA SECURITY AND PRIVACY

VENDOR shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of 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; and 4) dispose of Confidential Information in a secure manner.

To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of HCPSS Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess 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. VENDOR shall notify HCPSS in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects HCPSS's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

VENDOR acknowledges that it will be in receipt of student information rendered confidential under the Family Educational Rights and Privacy Act ("FERPA") and affirms that it will maintain, use, share, and destroy that information in compliance with FERPA. VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, associated with any act or omission by VENDOR, its agents and employees concerning its FERPA obligations under this section.

PURPOSE

The VENDOR shall only use the information provided under this Agreement for the purpose intended. No other use, access, conversion, or sharing of the information outside of the intended purpose is allowed.

DURATION OF RETENTION OF INFORMATION

The VENDOR may retain, store, hold information provided by HCPSS only for the duration of the Agreement. At the end of the Agreement, VENDOR must destroy all data, records, images, and any other information in compliance with the National Institute of Standards and Technology (NIST) within 30 days after the end of the Agreement and/or Termination.

INDEMNIFICATION

VENDOR 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. The indemnities set forth herein will survive the expiration or termination of this Agreement.

HCPSS agrees to indemnify and hold harmless VENDOR, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action 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. The indemnities set forth herein will survive the expiration or termination of this Agreement.

SEX OFFENDER REQUIREMENT

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, 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.

As a contractor working for Howard County Public School System (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 Procurement 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.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" 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.

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.

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 employee complies with the requirements.