REQUEST FOR PROPOSAL NO. P-261

SOFTWARE, CASE MANAGEMENT SYSTEM

Due Date: 07/17/20, Time: 3:30 PM

Pre-Bid Conference: 06/12/20, Time: 9:30 AM

AMBER BUTCHER, STAFF BUYER
PHONE: 410-887-3887
EMAIL: abutcher@balimorecountymd.gov

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor’s responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

____ Have you signed your bid?
____ Have you signed the Procurement Affidavit?
____ Have you filled out all applicable forms?
____ Have you returned the original? (and required duplicate copies when required?)
____ Have you signed and returned amendments?
____ Have you included the bid bond, if required?
____ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
I. General Instructions for Solicitations
   1. Instructions, Forms and Specifications
   2. Award of Solicitations
   3. Reservations
   4. Delivery
   5. Competition
   6. Terminations
   7. Hold Harmless - Indemnification
   8. Minority Business Enterprise (MBE) and Small Business Notice
   9. Authority
   10. HIPAA (Health Insurance Portability and Accountability Act)
   11. Reports
   12. Terms of Contract
   13. Severability
   14. Counterparts
   15. Survival
   16. No Waiver, Etc.
   17. Maryland Registration / Qualification Requirements
   18. Eligibility of Candidates for Employment
   19. Warranty
   20. American Manufactured Goods Required for Public Works
   21. Request for Proposals

II. Procurement Affidavit

III. First Source Hiring Agreement Overview Acknowledgement

IV. Taxpayer Identification Number (TIN and Certification)

V. Insurance Provisions

VI. Bid Reply Label

VII. General Conditions
   1. Background
   2. Scope of Services
   3. Proposal Requirements
   4. Compensation
   5. Term of Agreement
   6. Pre-Proposal Conference
   7. Questions and Inquiries; Addenda
   8. Evaluation of Offers
   9. Oral Presentation
   10. Offeror Qualifications
   11. Submittal Process and Required Copies
   12. Funding Out
   13. Insurance
   14. County Holidays
   15. Multi-Agency Procurement
   16. Cooperative Purchase
17. Compliance with Federal & State Confidentiality Law  
18. “SAMPLE” Form Contract  
19. Electronic Version Submittal  

VIII. Attachment A  
IX. Attachment B  
X. Attachment C  
XI. Attachment D  
XII. Attachment E  
XIII. Proposal Signature Cover Page
BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope/carton or electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder’s acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder’s representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder’s responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder’s name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall...
make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor’s Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County’s sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its
employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women’s Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or subcontractor. In accordance with the Executive Order 2017-003 dated July 27, 2017, “an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms.” Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE’s and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor’s acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.
16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company’s status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a “Certificate of Status”) issued by the Maryland Department of Assessment and Taxation’s (“SDAT”) Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at http://www.dat.state.maryland.gov/businesses/Pages/default.aspx. If you need additional assistance call (410) 767-1184.

17.3 Baltimore County requires the successful bidder to be in “good standing” (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder’s status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County’s satisfaction.

19.2. Should a manufacturer's or service provider’s warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider’s warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

21. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).
21.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

21.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

21.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

21.4 Additional Reservations for RFP’s

21.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

21.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

21.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, General Provisions Article, Title 4, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.
BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] ____________________________ and I am duly authorized to represent and bind [business name] ____________________________ (the “Business”) and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

____________________________________________________________________________
____________________________________________________________________________.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition}
of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

____________________________________________________________________________

____________________________________________________________________________.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarred or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension]:

____________________________________________________________________________

____________________________________________________________________________.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

____________________________________________________________________________

____________________________________________________________________________.

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;
(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I further affirm that:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least $200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of $500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I further affirm that:

(1) The business was formed in the State of (Insert State Name): ______________________________

(2) The Business is a (please select one):

☐ Corporation
☐ Partnership
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Sole Proprietor
☐ Other: __________________________

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation (“SDAT”) in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

☐ Yes ☐ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? ☐ Yes ☐ No

b. Registered Agent as shown in SDAT:

Name: ______________________________________________________

Address: ______________________________________________________

(4) Except as validly contested, has the Business paid, or arranged for payment of, all taxes due the State of Maryland and Baltimore County, and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and paid all withholding taxes due the State of Maryland prior to final settlement?

☐ Yes ☐ No

J. CONTINGENT FEES

I further affirm that:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business 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 other consideration contingent on the making of the Contract.
K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of a genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers’ representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business’s noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

(1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.

(2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of $2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
   a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
b. If the services under the contract are anticipated to be performed outside the United States;

c. Where the services will be performed; and

d. The reasons why it is necessary or advantageous to perform the services outside the United States.

(3) Indicate below whether or not the Business has information to disclose. (You must check one of these)

[ ] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.

[ ] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.

   i. The services will be performed in the following location: _______________________

   ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _______________________

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

   i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article; or

   ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business’ investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: ________________________  By: ___________________________________________

Name: __________________________________________

Title: __________________________________________

(Authorized Representative and Affiant)
First Source Hiring Agreement Overview

What is First Source Hiring?

Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County’s investment in contracts or public works; or by business activity that requires approval by the County’s Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

Which businesses can participate in First Source Hiring?

1. Businesses who have leases with the County or on County property; or,
2. Businesses with County contracts for goods, services, and grants in excess of $100,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

Baltimore County Department of Economic & Workforce Development’s (DEWD’s) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates. Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County’s workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform
- Information on earning tax credits and other employer benefits for new hires (if applicable)
- Workforce and Business Services staff to assist you throughout your recruitment efforts
I’d like to participate in First Source Hiring…Where do I start?

Step #1: Register your business with the Maryland Workforce Exchange. This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

Step #2: Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County over $100,000 are required to project the number of job openings they expect during the contract period. After registering your business with Maryland Workforce Exchange, complete the First Source Hiring Description Form and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov. If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

Step #3: Once you are registered in MWE and Baltimore County receives your First Source Hiring Description Form via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

Helpful Tips:
Businesses that qualify are asked to post their openings with Baltimore County’s First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County’s workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.

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<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
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<th>Acknowledgment Signature</th>
<th>Date</th>
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Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

**SIDE 1**

List your **legal business name** below, as shown on your income tax return. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies** (LLC) that are owned by an individual, the owner’s name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. **Name (as shown on your income tax return)**

2. **Business name, if different from above**

**Address**

City
State
ZIP Code

**Remittance Address, if different from above**

City
State
ZIP Code

**Contact Person**

**Title**

**Phone Number**

( ) - Ext: 

**Fax Number**

( ) -

**E-mail address**

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

OR

Employer Identification Number

**IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING**

IF YOU ARE TAX-EXEMPT, EXPLAIN:

**Filing Status (Ownership) (LLC is not acceptable)**

Individual

Sole Proprietor

Corporation

Partnership

Other: (explain)

**CERTIFICATION:**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Signature of U.S. Person**

**Date**
**MBE / WBE Certification**

<table>
<thead>
<tr>
<th>Maryland Department of Transportation (MDOT)</th>
<th>City of Baltimore</th>
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<tr>
<td>Certification #: _____________________________</td>
<td>Certification #: _____________________________</td>
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<td>Certification Date: _______ / _______ / _________</td>
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<td>Pending: ____________________________________</td>
<td>Pending: ____________________________________</td>
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</tbody>
</table>

**Business Ownership (Check Only One)**

| G | Government Entity | O | Other: __________________________ |
| H | Disabled | P | Non Profit |
| MA | Minority-owned, Not small business | W | Woman-owned, Small business |
| M | Minority-owned, Small business | WA | Woman-owned, Not small business |
| NS | Non-minority-owned, small business | X | Woman-owned, Minority, Small business |
| NL | Non-minority-owned, Large business |XA | Woman-owned, Minority, Not small business |

**Type of Business/Organization**

| Association | Attorney |
| Government Entity | Educational Institution |
| Medical Service Provider | Non-profit Organization |
| Other: (explain) | Financial Institution |

**Ethnicity of Ownership (Check Only One)**

| A | Asian American | I | American Indian/Alaskan Native |
| B | African American | N | Non-minority |
| H | Hispanic American | O | Other Ethnic Group: |

**Incorporation**

Incorporation State: ____________________________ OR Date Business Started _______ / _______ / _________

**Signature**

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.

Signature: ____________________________ Title: ____________________________ Date: ____________________________
1. GENERAL REQUIREMENTS

1.1 Coverages Required:
Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:
Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:
The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland as an additional insured.

1.4 Contractor's/Vendor's Responsibility:
The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:
Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:
Personal Injury Liability and Property Damage Liability Combined Single Limit - $500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:
(a) Independent Contractor's coverage;
(b) Completed Operations and Products Liability coverage; and
(c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:
Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:
Bodily Injury Liability and Property Damage Liability Combined Single Limit - $500,000 any one accident

2.2.2 Minimum Coverages to be Included:
Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:
Employers' Liability insurance with limits of at least:
- Bodily Injury by Accident - $500,000 each accident
- Bodily Injury by Disease - $500,000 policy limit
- Bodily Injury by Disease - $500,000 each employee

2.4 Other
Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.
PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] ______________________ and the duly authorized representative of [business] ______________________ (the “Business”) and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the July 27, 2017 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) “Minority Business Enterprise” or “MBE” means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) “Women’s Business Enterprise” or “WBE” means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

☐ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) #________________________

☐ City of Baltimore #________________________

☐ Name Other Jurisdiction: __________________________ # ______________________  

☐ The ownership of the Noncertified MBE/WBE business consists of _____% minorities and _____% women (for a total of _____ %), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

<table>
<thead>
<tr>
<th>% African American</th>
<th>% Hispanic American</th>
<th>% Women</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ % Asian American</td>
<td>_____% Native American</td>
<td>_____% Disadvantaged (DBE)</td>
</tr>
</tbody>
</table>

☐ The MBE/WBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce. MBE/WBE primes percentage must be stated on the MBE/WBE PRIME PARTICIPATION SCHEDULE (FORM B) to count towards the goal.

☐ The prime ☐ anticipates ☐ does not anticipate utilizing subcontractors for ____% of the work of the contract requirements, of which it anticipates ____% will be MBEs and ____% will be WBEs.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ________________________  By: __________________________

(Authorized Representative and Affiant’s Name and Title)
KNOX ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated “B” or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Reviewed for Baltimore County Requirements

Office of the County Attorney
PAYMENT BOND

Principal

Business Address of Principal

Surety

A Corporation of the State of _______ and authorized to do business in Maryland

Obligee: BALTIMORE COUNTY, MARYLAND

A body corporate and politic

Penal Sum of Bond (express in words and figures)

Contract Name

Date of Contract

Contract Number

Date Bond Executed

KNO

WALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall promptly make payments to all persons supplying labor and/or material to the Principal and to any subcontractor of the Principal in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated “B” or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal

 Witness: _________________________________

 Print Name: _______________________________

 as to: ________________________________ (SEAL)

Corporate Principal

 Witness: _________________________________

 Print Name: _______________________________

 By: ________________________________ (SEAL)

 Attest: ________________________________

 Surety

 Witness: _________________________________

 Print Name: _______________________________

 By: ________________________________ Affix

 CORPORATE

 Witness: _________________________________

 Print Name: _______________________________

 By: ________________________________ Corporate

 Title: ________________________________ Seal

 Reviewed for Baltimore County Requirements

 Office of the County Attorney
1. BACKGROUND

1.1 Baltimore County Department of Health and Human Services (HHS), Baltimore County Police Department (BCoPD), Baltimore County Fire Department (BCoFD) and Baltimore County Detention Center (BCDC) are engaged in countywide responses to opioid prevention, intervention, enforcement and protection efforts. HHS was awarded a Center for Disease Control & Prevention (CDC) Overdose Data to Action (OD2A) grant to support getting high quality, comprehensive, and timelier data on overdose morbidity and mortality, and to use this data to inform surveillance, planning, prevention and evaluation. There are two required components: surveillance and prevention. HHS will use the following strategies to meet the required components:

1.1.1 Implement innovative surveillance to Support NOFO
1.1.2 Prescription Drug Monitoring Programs
1.1.3 Integration of State and Local Prevention and Response Efforts
1.1.4 Establish Linkage to Care
1.1.5 Providers and Health Systems Support
1.1.6 Partnerships with Public Safety and First Responders

1.2 This project is to identify and purchase a case management database to evaluate and track integration of care activities. Database must track referrals and generate reports to measure outcomes, such as success of referral and successful linkage to resources. This will allow HHS to track how clients move through the treatment and recovery systems and evaluate the effectiveness of prevention and treatment programs.

1.3 The comprehensive outcomes of Baltimore County’s Overdose Data to Action project include increased prescriber knowledge of safe opioid prescribing practices; increased access to care for individuals who are at risk of opioid overdose; and identification and implementation of County-wide, data-driven interventions. The proposed project reflects a County-wide approach to implement data-driven, evidence-based interventions with the overarching goal of reducing opioid overdoses for Baltimore County residents.

2. SCOPE OF SERVICES

2.1 It is the intention of these specifications that the vendor hereunder shall furnish and the County shall purchase a complete database/case management system as specified.

2.2 The proposed price must include all costs that will be incurred for the new case management system, including, but not limited to costs for software licenses, integration and project management, data conversion, configuration, documentation, software testing, installation and implementation of software, interfaces or data file uploads, training services, hardware, maintenance and warranty for software and hardware, technical support and ongoing maintenance and all other proposed work for a fully operational case management system that meets the business, function and technical requirements as defined in this Request for Proposal.

2.3 The County requires project management best practices in the performance of all obligations and responsibilities, particularly those prescribed by the Project Management Institute and documented in the Project Management Book of Knowledge, 3rd Edition.
3. **SOLE POINTS OF CONTACT.** The sole point of contact in the County for purposes of this RFP are the Buyers, Amber Butcher via email at abutcher@baltimorecountymd.gov or 410-887-3887, Brian Mohney via email at bmooney@baltimorecountymd.gov or 410-887-3423 and Jim Stevenson via email at jstevenson@baltimorecountymd.gov or 410-887-6566.

4. **PRE-PROPOSAL TELE-CONFERENCE.**

4.1 A pre-proposal tele-conference is scheduled for Friday, June 12, 2020 at 9:30 a.m., via a WebEx.

4.1.1 Contact the buyer at abutcher@baltimorecountymd.gov to be added to the registration list for the tele-conference.

4.2 **INCLEMENT WEATHER NOTICE:** In the case of inclement weather, please check the Baltimore County website for notice of County Office closings, delayed opening or granting of Liberal Leave. If any of these conditions exist on the day of the pre-bid meeting, the meeting will be cancelled and rescheduled to a date to be determined.

5. **QUESTIONS AND INQUIRIES; ADDENDA**

5.1 Questions will be entertained at the tele-conference and via e-mail to Amber Butcher at abutcher@baltimorecountymd.gov. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at www.baltimorecountymd.gov/purchasing.

5.1.1 **Do not send questions or inquiries to** bid@baltimorecountymd.gov **email address. This email is for proposal submission only.**

5.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

5.3 **The deadline for written questions pertaining to this solicitation is close of business Monday, June 29, 2020.**

6. **TERM OF AGREEMENT.**

6.1 The initial term of the contract shall commence upon execution by the County and remain in effect until five (5) years after final acceptance of the complete Database/Case Management Software System. The initial term shall commence after final acceptance and execution by the County. The County reserves the right to renew the contract for up to five (5) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.

6.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the County Purchasing Division in writing at least ninety (90) days prior to the current term’s expiration date.

6.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

7. **PRICES.**

7.1 Prices quoted must remain firm for the period covered by the contract, unless price escalation is herein specified. Prices quoted shall include all costs and charges, including but not limited to,
providing of all labor, materials, supervision, equipment, services, hardware, software, overhead, profit, freight, and related items necessary to complete the work in accordance with this specification and scope of work.

7.2 Prices quoted must only address mandatory requirements. A separate price sheet may be used to show optional pricing for desired capabilities.

7.3 Travel – The Contractor will be reimbursed for the actual and reasonable costs of transportation, lodging, meals, and incidental expenses of personnel who are authorized in writing by the County to undertake out-of-town and/or overnight travel under this Contract. Such costs will be reimbursed according to the County’s established policy.

8. **ESCALATION**

8.1 All prices offered herein shall be firm against any increase for the first two (2) years of the Initial Term from the effective date of the Master Agreement. Prior to commencement of years three through five (3-5) of the Initial Term and subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. Any increase request will exclude any fixed fee/payment milestone and fixed maintenance schedule payments. All requests for price escalation shall be directed to the Buyer no later than 90 days before the end of the then current term.

8.2 For the purposes of this section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

8.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for the contract year for which it was requested.

9. **FUNDING OUT**. If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

10. **BONDS**.

10.1 The Contractor shall be required to give both a performance and payment bond, each in the amount of the contract, conditioned that it shall comply in all respects with the terms and conditions of the contract and the Contractor’s obligations thereunder, including the specifications.

10.2 In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC).

10.3 The Maryland Small Business Development Financing Authority (MSB DFA, pronounced Mis-Bid-Fa), an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSB DFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of $2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions.

10.3.1 For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program’s Manager), 826 E. Baltimore Street, Baltimore,
11. INSURANCE

11.1 The selected Offeror will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.

11.2 The selected Offeror will be required to provide verification of cyber insurance on an annual basis.

11.3 The selected Offeror must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

11.4 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

11.5 Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon execution of the resultant contract, the selected Offeror shall provide to the County a copy of its most recent SSAE 16, and thereafter shall provide the SSAE16 report, and evidence of compliance, on an annual basis, or upon request, together with all other reports that may be required by law from time to time.

12. COUNTY HOLIDAYS

<table>
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<th>Holiday</th>
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<tr>
<td>New Year's Day</td>
<td>January 1</td>
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<td>MLK, Jr. Birthday</td>
<td>January 17</td>
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<td>Presidents' Day</td>
<td>January 20</td>
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<td>Memorial Day</td>
<td>May 30</td>
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<td>Independence Day</td>
<td>July 4</td>
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<td>Labor Day</td>
<td>August 7</td>
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<td>Columbus Day</td>
<td>September 13</td>
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<tr>
<td>General Election Day</td>
<td>November 2nd (each even year)</td>
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<td>Veterans' Day</td>
<td>November 11</td>
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<td>Thanksgiving Day</td>
<td>November 28</td>
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<td>Christmas Day</td>
<td>December 25</td>
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13. OFFEROR QUALIFICATIONS

13.1 At the option of the County, Offerors may be required to furnish evidence of sufficient financial responsibility to fulfill the contract, and that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of the contract.

13.2 Offerors must provide at least two (2) references of similar size and scope contracts serviced during the past three (3) years. References shall include the following:

13.2.1 Name, title, phone number and email address of the contact person;

13.2.2 Name of the facility or entity;

13.2.3 Brief description of the system and services provided (name and version) and go-live date; and

13.2.4 Name, title, phone number and email address of subcontractor used, if any.
13.3 Prior to awarding of this contract, the County reserves the right to inspect the facilities of any responsive Offeror. The reputation of Offerors regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

14. **PROPOSAL REQUIREMENTS.** For each section, Technical, MBE/WBE and Price, each page shall be consecutively numbered and submitted in the following format.

14.1 **Technical Proposal:** Offerors must provide the following, in the following sequence:

14.1.1 Proposal Signature Cover Page (page 1). Must be signed by a duly authorized representative of the Offeror.

14.1.2 Taxpayer Identification Number (TIN) and Certification form (pages 2-3)

14.1.3 Procurement Affidavit. (Pages 4-8)

14.1.4 Minority Participation Affidavit (page 9)

14.1.5 Signed acknowledgement of all Addenda to the RFP

14.2 **Technical Proposal:** Continuation no. 1, in the following sequence:

14.2.1 **Company Profile.** On Company letterhead, signed by a person with authority to bind the Company to all terms of the Proposal. Include all of the following:

14.2.1.1 The title of the RFP and the County RFP number, as set forth on the cover page.

14.2.1.2 The Company’s legal name (as listed with the IRS), street address, mailing address (if different), email address, telephone number, facsimile number, and web site address (if any).

14.2.1.3 Federal Employer Identification Number (FEIN).

14.2.1.4 Year established (including former names and years established, if applicable).

14.2.1.5 Jurisdiction in which firm is organized.

14.2.2 After Company Profile information, submit Good Standing documentation for State of Maryland and/or from jurisdiction in which the firm was organized.

14.2.3 Type of ownership and parent company, if any.

14.2.4 DUNS number.

14.2.5 The contact name, address and telephone number of the Offeror’s contract administrator (if different than listed in section 14.2.1).

14.2.6 If proposing to work with a partner or subcontractor for any portion of the work, the same information (14.2.1.1 thru 14.2.1.5) must be provided for each. The length of the Company Profile should be no more than one (1) page per firm.

14.2.6.1 All subcontractors will be subject to the approval of the County. The awarded Contractor shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract.
14.3 **Technical Proposal:** Continuation no. 2, in the following sequence:

14.3.1 **Introduction and Executive Summary.** No more than two (2) pages.

14.3.1.1 Indicate your firm’s acceptance to:

14.3.1.1.1 Attachment A - Mandatory Contract Provisions
14.3.1.1.2 Attachment B - Business Travel Policy
14.3.1.1.3 Attachment C - Non Disclosure Agreement
14.3.1.1.4 Attachment D - Remote Access Security Policy
14.3.1.1.5 Attachment E – Business Associate Agreement

14.3.1.2 Acknowledgement and adherence to OIT Technical Standards document: [https://www.baltimorecountymd.gov/Agencies/infotech/index.html](https://www.baltimorecountymd.gov/Agencies/infotech/index.html)

14.3.1.3 Provide a short history and a description of your firm.

14.3.1.4 List services provided, the length of time the organization has been providing the services listed and key business relationships.

14.3.1.5 Describe the Offeror’s approach and methods implementing and supporting a database / case management system.

14.4 **Technical Proposal:** Continuation no. 3, in the following sequence:

14.4.1 **Organizations Structure and Company References.**

14.4.1.1 Provide a description of your firm’s corporate structure, qualifications and experience with particular emphasis on qualifications of the firm to provide the scope of service. (Do NOT include an extensive list of projects that are not relevant to this Proposal).

14.4.1.2 List the key staff members by role that will be involved with this contract, including resumes. The resumes should reference only applicable experience and any applicable certifications held by key staff related to the scope of this RFP. Resumes should not exceed two (2) pages.

14.4.1.3 Provide the reference information as requested in General Condition 14.

14.4.1.4 The County reserves the right to request resumes on any Offeror employees or subcontractor employees assigned to provide deliverables to the County.

14.4.1.5 Describe any security in place with regard to project team members (security clearances, levels of clearances, background checks, etc.) and the frequency of same.

14.4.2 Provide a completed Attachment G – Software, Case Management System Requirements Vendor Response Matrix, which addresses the requirements in Attachment F - Mandatory Requirements.
14.4.3 Provide a completed Attachment H - OIT Worksheet Questionnaire

14.5 MBE/WBE: Economic Benefit Factor (and/or MBE/WBE Participation)

14.5.1 Provide your firm’s Economic Benefit Factor/Social Responsibility as listed in General Conditions Section 23.

14.5.2 MBE/WBE Participation forms (if applicable). Forms can be found at: https://www.baltimorecountymd.gov/Agencies/budfin/purchasing/minoritybusiness/index.html

14.6 Price Proposal: Cost

14.6.1 Price Sheet (not to be included in the Technical Proposal).

14.7 Provide any additional information or documentation as requested in this RFP.

14.7.1 It is the Offeror’s responsibility to ensure any Technical, MBE/WBE or Price information or documentation that is requested in any section of this RFP is submitted in the proper portion (Technical, MBE/WBE or Price) of your proposal.

15. EVALUATION OF OFFERS. Award will be made to the responsible Offeror whose proposal best meets the needs of the County as set forth herein.

15.1 Proposals will be evaluated based on the following criteria, listed in order of importance.

15.1.1 Capability to meet or exceed the requirements identified in the solicitation.

15.1.2 Demonstrated experience and technical qualifications.

15.1.3 References.

15.1.4 Acceptance of the County’s RFP, including all forms and attachments, and contract terms and conditions.

15.1.5 Economic Benefit Factor and/or MBE/WBE Participation

15.1.6 Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal.

15.1.7 Cost.

15.2 After consideration of the factors set forth in this RFP, the evaluation committee will recommend award to the Offeror whose proposal is most advantageous to the County.

15.3 This RFP will result in the submission of “proposals” (not “bids”), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County may enter into negotiations with Offerors and invite “best and final offers” as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County’s sole discretion.

15.4 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forthrightness at the time of proposal submission.
15.5 Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

16. **ORAL PRESENTATION AND PRODUCT DEMONSTRATION.** Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee. Prior to award of this contract, the County reserves the right to request a demonstration of the software. The assessment of what the Offeror states in the response would be compared to the performance of the software and how the software meets County requirements.

17. **ELECTRONIC SUBMITTAL PROCESS AND REQUIRED COPIES.**

17.1 The cost of preparing Proposals is the responsibility of Offerors.

17.2 To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

17.2.1 **DO NOT CARBON COPY (cc) the buyer on the bid submission.**

17.3 Technical, MBE/WBE and Price Proposals are to be submitted separately. There shall be no reference to the price of products and services in the Technical Proposal. All timely proposals become the property of County.

17.4 Late Proposals will not be considered. Offerors are strongly encouraged not to wait until the last minute to submit proposals. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Proposals received after the deadline will not be accepted. Offerors are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Offeror’s email provider which are beyond the control of the County. Offeror should consider separating any large proposal attachment into multiple parts and emailing each part separately. In such case, Offeror will note that each email is 1 of 2, 2 of 2, etc. Multiple part Proposals will not be considered unless all parts are received by the bid closing date and time.

17.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information. Each page of the proposal should be consecutively numbered.

17.6 After submitting a Proposal to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Offeror will receive an auto-receipt email. This receipt is proof that the Proposal has been received by the Purchasing Division and should be retained for Offeror’s records. In the case of a proposal submitted in multiple parts as described in 17.4, an auto-receipt email will be generated for each part. The County has no obligation to consider any Proposal for which an auto-receipt was not generated.

17.7 As with any system, power outages or technology problems may arise that are outside of the County’s control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Proposal.

17.8 The County reserves the right to waive minor irregularities in conjunction with Proposals.

18. **MULT-AGENCY PROCUREMENT.** Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or
services. A delivery order will be issued against the original master agreement, confirming the contracted pricing and giving quantity and delivery requirements.

19. **COOPERATIVE PURCHASE.**

19.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contracts resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this RFP and will also provide usage information, which may be requested.

19.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

20. **COMPLIANCE WITH FEDERAL AND STATE CONFIDENTIALITY LAW.**

20.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all laws and regulations including, but not limited to, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 et seq., as the same may be amended from time to time and implementing regulations including, but not limited to, 45 CFR Parts 160 and 164, as the same may be amended from time to time, the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§4-301 et seq., as the same may be amended from time to time, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (February 17, 2009), as amended. This obligation includes but is not limited to:

20.1.1 As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA, HITECH, and State MCMRA and making the transmission of all electronic information compatible with the federal requirements; and

20.1.2 Providing good management practices regarding all health information and medical records.

20.2 The Contractor must execute a business associate agreement, when and if required by federal or state laws and/or regulations, as the same may be amended from time to time.

20.3 Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as, the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

21. **“SAMPLE” FORM CONTRACT.**

21.1 A sample of the County’s form contract may be found on the Baltimore County website at [http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html](http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html). By the act of submitting a proposal, the Offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.
24.1.1 Any conflict any language between the Mandatory Contract Provisions and the Sample Form Contract, the Mandatory Contract Provisions will prevail.

21.2 The Offerors’ acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.

21.3 If the Offeror submits an exception, which alters the County’s risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its’ sole and absolute discretion to deem the Offeror non-responsive.

21.4 The County will accept no exceptions to the form contract at any time after submission of the proposal.

22. **BACKGROUND CHECKS.** Criminal background checks must be procured and provided to the County, at no cost to the County, for any and all contractor or subcontractor personnel that have the ability to view or access any County data or facilities. The Contractor must provide copies of such background checks to the County before any such personnel will be permitted to access the County's data or facilities. The background checks should be sent to Office of Information Technology Director, 400 Washington Avenue, Towson, MD 21204. If such background check is not provided to the County, or is determined to be unacceptable, the County reserves the right to require the Contractor or subcontractor to provide alternate personnel. In addition, failure to provide such background check may be deemed to be a default under the contract.

23. **MWB/WBE and/or ECONOMIC BENEFIT FACTOR.**

23.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland and its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

23.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance
- Serving Veterans
- Strengthen Local Workforce Economy

23.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,

23.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and

23.1.4 Provide your firm’s policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.
24. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE):**

The resulting minority and women business participation requirement for this contract is **0%**.

24.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County’s MBE/WBE policy and provisions and MWBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and returned with the bid, proposal or qualifications if a goal has been assigned. MBE/WBE participation forms are available online at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe) or you may contact the buyer on the solicitation.

24.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

24.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work.. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

24.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under Compliance Reporting for Prime and Sub-Contractors at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe). The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

25. **UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.**

25.1 Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

25.2 The Contractor may use Baltimore County’s Department of Economic and Workforce Development as a “First Source” for training and recruitment of employees. To utilize “First Source” the Contractor may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor for consideration. The Contractor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: [http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html](http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html)

   a. County’s Inability to Perform. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the United States Congress, the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

   b. Independent Contractor. The Contractor shall be an independent contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes.

   c. Invoicing. The Contractor shall submit invoices to the County upon completion of each established milestone. The Contractor's invoices shall reflect the:

      • Contractor’s name
      • Address
      • Federal tax identification number
      • Order number and line number(s) that correspond with resulting orders
      • Goods provided and Services and/or scope of work performed during the preceding billing period

      Original invoices shall be submitted to Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204 or electronically to disbursement@baltimorecountymd.gov with the vendor’s name in the subject line. Invoices in the proper form and approved by the County shall be paid by the County within thirty (30) days of receipt thereof. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

   d. Contractor’s Representations and Warranties. The Contractor hereby represents the following:

      (1) The Contractor is a [corporation][limited liability company][limited partnership][limited liability limited partnership][general partnership], duly formed and validly existing under the laws of the State of [INSERT STATE OF INCORPORATION] and is qualified to do business and is in good standing in the State of Maryland.

      (2) The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

      (3) The person executing this Agreement for the Contractor warrants that [he] [she] is duly authorized by the Contractor to execute this Agreement on the Contractor’s behalf.

      (4) The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.

      (5) The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.
(6) All representations and warranties made in the Procurement Affidavit and the Bid response remain true and correct in all respects.

e. **Termination for Convenience.**

(1) The County may terminate this Agreement, in whole or in part, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

(2) In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

f. **Insurance.** The Contractor shall be required to provide insurance required by the County pursuant to the attached insurance requirements in the form and in amounts acceptable to the County. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company. In the event of a conflict between the provisions of the attached insurance requirements and this Agreement, the provisions of this Agreement shall prevail.

g. **Default.** The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

(1) Representations and Warranties. If any representation or warranty, expressed or implied, contained in this Agreement, and if applicable, the Bid, shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.

(2) Compliance with Covenants and Conditions. If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

(3) Performance of Contractual Obligations. If the services hereunder are not performed in good faith and in accordance with the provisions of this Agreement.

(4) Conditions Precedent to Any Disbursement. If the Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

h. **Remedies for Default.**

(1) The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

   (a) In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

   (b) To suspend the Contractor's authority to receive any undisbursed funds; and/or

   (c) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

(2) Upon termination of this Agreement for default, the County may elect to pay the Contractor for services provided up to the date of termination, less the amount of damages caused by the default, all as determined
by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

i. **Remedies Cumulative and Concurrent.** No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

j. **Confidential Information.** The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

k. **Conflict of Interest.** The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this Agreement and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Contractor shall immediately advise the County thereof.

l. **Assignment.**

1. Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. The Contractor further agrees to provide a minimum of ninety (90) days’ written notice to the County prior to entering into any merger or consolidation where the surviving entity will be unwilling or unable to accept the Contractor’s obligations hereunder, to enable the County to procure the services elsewhere. In the event the cost of procuring such alternate services increases the cost to the County, and/or delays delivery time of any product, in addition to any other remedies available to the County, the Contractor shall pay to the County, as damages, any additional costs incurred.

2. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

m. **Delegation of Duties.** The Contractor shall not delegate the Contractor’s duties under this Agreement without the prior written consent of the County.

n. **Indemnification.**

1. The Contractor shall indemnify, defend and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

2. The Contractor shall also defend, indemnify and hold the County harmless against all liability to any third party arising from the alleged violation of any third parties’ trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the Contractor’s work under this Agreement.

3. If a claim is made by a third party alleging that any work product or services provided under this Agreement, or any portion thereof, infringes a U.S. patent, copyright or trade secret, upon receipt of the County’s written notice of such claim, the Contractor shall indemnify, defend and hold harmless the County against any and all claims, costs, liabilities, and expenses arising from any such claim.
(4) Unless notified by the County in writing to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Paragraph __. The Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith.

 o. Fee Prohibition. The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the County, from all such claims, suits or demands.

 p. No Partnership. Nothing contained in this Agreement shall be construed in any manner to create any relationship between the Contractor and the County other than expressly specified herein and the Contractor and the County shall not be considered partners or co-venturers for any purpose on account of this Agreement.

 q. Waiver of Jury Trial. THE CONTRACTOR AND THE COUNTY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE COUNTY AND/OR THE CONTRACTOR ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE COUNTY AND THE CONTRACTOR AND THE COUNTY AND THE CONTRACTOR HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE COUNTY AND THE CONTRACTOR FURTHER REPRESENT AND WARRANT THAT THEY HAVE HAD THE OPPORTUNITY TO BE REPRESENTED, IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER, BY LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

 r. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, and Baltimore County, Maryland. The parties consent to the jurisdiction of and agree that venue shall be proper in the District or Circuit Court of Baltimore County, Maryland.

 s. Conflicting Terms.

 (1) The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that any preprinted terms and conditions of any purchase order or other ordering document issued by the County in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of the Agreement, shall not be binding on the Contractor and shall not be deemed to modify this Agreement.

 (2) In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

 (3) If a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

 t. Funding. The failure of the County to appropriate sufficient funds in any future fiscal year to provide funds for this Agreement shall entitle the County to terminate this Agreement without prior notice to the Contractor.

 u. Discrimination Prohibited.

 (1) In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Agreement, the Contractor shall not:
(a) Fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity or expression, genetic information, political affiliation, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of a genetic test;

(b) Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual’s status as an employee, because of the individual’s race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity or expression, genetic information, political affiliation, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of a genetic test; or

(c) Request or require genetic tests or genetic information as a condition for hiring or determining benefits.

(2) All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

v. Audits and Inspections. At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection by the County, its employees or agents, all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits.

w. Political Contribution Disclosure Affirmation. The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that that a person making or having a single contract with a single governmental entity involving cumulative consideration of at least $200,000 shall file an initial statement, and semi-annual statements as applicable, with the State Board of Election disclosing applicable contributions of $500 or more, or the lack thereof.

x. Time is of the Essence. TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

y. Cooperation between Contractors. The Contractor Agrees that it will cooperate with other contractors on adjoining, related, or overlapping work and shall adhere to the timeliness stated in the Agreement and any Contract Attachments hereunder.

z. Legal Updates. The Contractor shall provide any legislative updates, modifications, or changes, as required pursuant to federal or state law or mandates, or a law passed at a local level, [at no cost,] on an on-going basis, to the County. This includes updates and modifications to templates, forms and other reporting documents required by government entities receiving data generated by the County for submittals required by these government entities.

aa. Market Support. The Contractor may not use the County’s name or seal without the County’s written consent.

2. IT Contract Provisions

a. DEFINITIONS: In addition to any definitions contained elsewhere in this Agreement, the following terms will have the meanings set forth below:
“Acceptance” or “Final Acceptance” collectively means acceptance as defined hereinafter and as further described or used in Attachment __ and any subsequently issued applicable scope of work including the functional requirements attached thereto as an Attachment __ and any additional required attachment, and any Master Agreement subsequently issued. Two original notices of the parties’ agreement that Acceptance or Final Acceptance for the applicable Deliverables has occurred (Attachment __) shall be promptly prepared by the Contractor and signed by a legally authorized representative of the Contractor and forwarded to the County Office of Information Technology (“OIT”) for signature by the Director of OIT and the Director of the County’s using agency, as applicable. Two originals of the fully executed notice of Final Acceptance shall be promptly forwarded by OIT to the County’s Purchasing Division, Attn: Buyer for OIT. The Buyer shall retain one fully executed notice of Final Acceptance and shall promptly forward the other fully executed original notice of Final Acceptance to the Contractor.

“Acceptance Criteria” means the criteria, jointly developed, mutually agreed upon, finalized in writing and approved by the County for the Deliverables and which must be met and fulfilled by the Contractor, in accordance with Attachment __ and all exhibits thereto, which shall incorporate by reference any future scopes of work issued hereunder and in conformity herewith (the “SOW”). The Acceptance Criteria may include, but is not limited to, satisfaction of all requirements for the Deliverables as stated in the Proposal and the applicable SOW and any associated change orders thereto.

“Authorized Persons” means those persons that the County in its sole discretion determines have a need to use, access, or know who are performing services for, conducting business or interacting with the County and may include but not be limited to: (a) the County, its employees and authorized agents; (b) third parties or independent consultants or contractors; (c) any County government agency, department, board, body or entity; and (d) any County authorized facility manager or service bureau provided that such use shall be related to or for the benefit of the County, its functions or purposes.

“County Property” means the tangible and/or intangible property of the County.

“Deliverables” means all Services, Support, goods and products, including Software Products (as such term is defined in the applicable Scope of Work) required to be provided by the Contractor under the Agreement and subject to approval by the County.

“Product(s)” collectively means all Software, documentation, Services, Support and the hardware, including, but not limited to _____ provided by the Contractor.

“Scope of Work” or “SOW” means the documents mutually created and/or to be mutually created by the parties which define the Contractor’s tasks and subtasks, including Deliverables to be provided pursuant to this Agreement, and which shall be executed by both the Contractor’s legally authorized representative and approved by the Director of OIT, in counterparts. After written approval by the parties as described above, the Scope of Work shall only be amended in writing signed by a legally authorized representative of the Contractor and the Director of OIT. The Scope of Work shall be attached and incorporated into this Agreement, and shall be subject to the terms and conditions of this Agreement unless amended by the duly authorized signatories of both parties. The Scope of Work shall never contain any terms and conditions.

“Services ” means all services provided by the Contractor including, deploying, managing and remote hosting of the pre-packaged software application for the provision of the Deliverables, and as identified in the Agreement which may include, but is not limited to, training, implementation assistance, consulting, customizations, responding to inquiries related to services, correction of all incidents with regards to the County’s current version of the Product, and all other services as required by and detailed in the Attachments hereto. Services shall be performed in accordance with this Agreement.

“Service Level Agreement” or “SLA” is intended to assure the Contractor will provide the County an acceptable level of availability and performance, as further detailed in Attachment __.

“Software” means the software described in detail in Attachment __ for which the Contractor is granting licenses to the County. Software includes, but is not limited to, the modules, updates, supplements, support releases, technological releases, customizations, interfaces to third party software, data conversions, refinements,
enhancements, technological improvements, modifications, and resolutions to problems the Contractor does not separately price or market, and source code provided pursuant to the escrow agreement from the Contractor.

“Support” means all services provided by the Contractor and as identified in the Agreement. Support shall be performed in accordance with this Agreement and Attachment __.

b. Confidential Information.

(1) “Confidential Information” means any information, whether oral or written, visually transmitted, machine readable, or in any other form, and including but not limited to, information relating to research products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business plans, marketing plans, financial information, commercial information, business information, personal information, health information, medical information, database information, and technical data of either party hereto. Confidential Information may only be disclosed as permitted pursuant to this Agreement or as required by law. Unless otherwise designated, all information transmitted between the parties shall be presumed to be Confidential Information. Personal Information shall also be presumed to be Confidential Information.

(2) “Personal Information” means all personally identifiable information referring or relating to a natural person or entity, including but not limited to, name, address, telephone number, social security number, financial records, credit card, billing and payment information, tax ID number, health condition, medication information and medical history information, and all Protected Health information as defined by HIPAA, as amended, and as required by all applicable laws.

(3) The Contractor may only use the County Confidential Information and Personal Information on the County’s behalf solely in connection with this Agreement and provided that such use or disclosure does not violate any ordinance, regulation, law or statute or any other provision of this Agreement. The Contractor shall take all actions necessary to ensure that all its employees, agents, assigns and subcontractors adhere to these restrictions and conditions with regard to the County Confidential Information and Personal Information. The Contractor agrees to store and process the County’s data only in the continental United States.

(4) In addition to those requirements set forth and attached hereto as Attachment __, Non-Disclosure Agreement, the Contractor shall report, either orally or in writing, to the Director of OIT or designee, and the County Director of Budget and Finance or designee, any use or disclosure of data not authorized by this Agreement or in writing by the County, including any reasonable belief that an unauthorized individual has accessed the data. The Contractor shall make the report to the Director of OIT or designee, and the County Director of Budget and Finance or designee, immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after the Contractor reasonably believes there has been such unauthorized use or disclosure. The Contractor's report shall identify (i) the nature of the unauthorized use of data in the disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do, and in what timeframe, to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the County or as required by law.

(5) The Contractor shall not disclose any documentation and information of any kind or nature disclosed to the Contractor (also known as “data” when in electronic form) in the course of its performance of duties hereunder without the express prior written consent of the County, except as required by law. In the event an unauthorized disclosure of data involves personal health information or the personal or financial information of any party other than the Contractor, the Contractor will be responsible for purchasing and providing potentially impacted parties with credit monitoring and/or identity restoration services at no cost within thirty (30) days of the breach and notifying the potentially impacted parties in writing, with prior written notice to the County.

(6) The Contractor shall immediately notify the County prior to any disclosure pursuant to a received court order or subpoena, and shall not oppose any actions taken by the County in a court of law to prevent disclosure. The Contractor will not be responsible for providing such services if disclosure is caused by the gross negligence or willful malice of the County. The Contractor shall execute Attachment __, Non-Disclosure Agreement
upon the County’s request and act in conformity therewith. Upon the County’s request, the Contractor shall sign any protective order or other confidentiality agreements required by the County governing the Contractor’s use of documents related to a litigation or other confidential matter being handled by the Contractor.

(7) Each party shall carefully restrict access to the other’s Confidential Information to those employees, officers, directors, agents, assigns and subcontractors who clearly need such access in order to perform their obligations under this Agreement. Each party warrants and represents that it will advise each of the persons to whom it provides access to any of the other’s Confidential Information, in conformance with the terms of this Agreement, that such persons are strictly prohibited from making any use of, publishing, or otherwise disclosing to others, or permitting others to use, any Confidential Information, except as required by law. The County may, in its reasonable discretion, require such persons to execute a Non-Disclosure Agreement in the form attached hereto as Attachment __ and incorporated herein to be retained by the County in its files.

(8) Each party may disclose to the other party, and its employees, assigns, subcontractors, or agents, Confidential Information of such party. Except as otherwise provided in this Section or as required by law, each recipient of Confidential Information shall hold the Confidential Information in confidence. This obligation shall continue throughout the terms of this Agreement and survives the expiration or termination of this Agreement. Each party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing party shall deem appropriate. Such right of the disclosing party is to be in addition to the remedies otherwise available to the disclosing party at law or in equity.

(9) These confidentiality obligations shall not apply to proprietary information or intellectual property if and to the extent it is established that the information communicated: (a) is already known to recipient, without obligation to keep such information confidential, at the time of recipient’s receipt of the proprietary information or intellectual property, as evidenced by documents in possession of the recipient prepared or received prior to such communication; (b) was received by recipient in good faith from an unrelated third party lawfully in possession thereof and having no obligation to keep such information confidential; (c) was publicly known at the time of recipient’s receipt thereof or have become publicly known other than by a breach of this Agreement; (d) prior to recipient’s disclosure of such information, such disclosure was consented to in writing by the disclosing party but only insofar as the consent of disclosure allows; or (e) is independently developed by the recipient without the use of the Confidential Indemnification provided recipient can clearly demonstrate such independent development.

(10) The Contractor will maintain and enforce safety and physical security procedures with respect to its access and maintenance of the County’s Information that are (a) at least equal to industry standards for such types of locations and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of the County’s Information and all other data owned by the County and accessible by the Contractor under this Agreement.

(11) The Contractor shall maintain and implement disaster recovery and avoiding procedures to ensure that services are not interrupted during any disaster and the County's Information is not lost or destroyed during any disaster. For any of the County's Information managed, maintained, stored, or hosted by or on behalf of the Contractor, the Contractor shall (a) execute nightly database or systems backups to a backup server; (b) perform incremental database backups for databases, and (c) replicate the County’s database(s) to an off-site or secondary location (other than the primary data center).

c. Ownership of County Information.

(1) The County is, will be, and shall remain at all times the owner of all of the County's Information. The Contractor expressly acknowledges that the County has all right, title, or other ownership interest in the County's Information and the Contractor shall not possess or assert any lien or other right against the County's Information.
(2) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by the County hereunder for incorporation into or delivery through the application(s) described herein shall remain the property of the County, and Contractor shall cease use of, and return to the County all such material upon termination of this Agreement.

d. **Access to Data.** Notwithstanding anything to the contrary herein or in the Attachments hereto, the County retains the right to use the applicable Deliverables and services provided hereunder to access and retrieve County content hosted by the Contractor, at its sole discretion. If an emergency situation might require immediate access to the Data in the Contractor’s system, the Contractor shall use its best efforts to immediately provide such access to the County. Should any of the Data become the subject of a subpoena or other legal or governmental requirements for access, the Contractor is responsible for notifying the County as soon as it receives any such request prior to providing access to any of the County’s data, and will cooperate with the County’s efforts to manage the release of such data.

e. **Access to County System.**

(1) Only on a pre-approved as-needed basis shall the County provide the Contractor with access to the County system or with administrator-level privileges to the County’s application server for the Contractor’s provision of Services hereunder. Such access is only for the Contractor’s provision of Deliverables hereunder.

(2) The Contractor understands and agrees that the Contractor and its employees, agents, assigns and subcontractors may be allowed access to County Property, the County network, and system only in connection with the performance of this Agreement. The Contractor shall, and shall cause each and every of its employees, agents, assigns, and subcontractors to, only access and utilize County Property, the County network, and system only in connection with and for the performance of the Contractor’s duties and obligations under this Agreement. In the event the County allows the Contractor access, including but not limited to remote access, to County Property, the County network, or system in connection with the Contractor’s performance of this Agreement, the Contractor, its employees, agents, assigns, and subcontractors shall adhere to and abide by all County security requirements and procedures (including but not limited to the Citrix Secure Security Policy, attached hereto as Attachment ___ and any other security requirements and procedures described upon the County’s website, or otherwise) and shall not allow any unauthorized access to, unauthorized use of, intrusion upon, disabling of, erasure of, or interference with any County Property, the County network, or system. The Contractor understands and agrees that the County only allows remote access to support system implementation or system support when required through ports 80 and 443.

f. **Data Storage.** The Contractor agrees to store and process Customer Data only in the continental United States. The Contractor shall store all of the County’s Information in a physically and logically secure environment that protects it from unauthorized access, loss, alteration, disclosure, modification, theft, misuse, and destruction. The Contractor shall maintain an adequate level of data security controls to ensure compliance with the requirements of this Contract or any protective order, or confidentiality agreement signed by Contractor.

g. **Qualified Staff.** The Contractor shall provide Qualified Staff (hereinafter defined) to provide all Deliverables (hereinafter defined) required under the Agreement. Resumes of all Qualified Staff designated to provide services under the Agreement may be required to be provided to the County for review. Should the Contractor fail to provide Qualified Staff, the County may request the prompt replacement of any staff deemed unacceptable to the County, in its reasonable discretion. The Contractor shall promptly replace such personnel with Qualified Staff reasonably acceptable to the County. Once accepted by the County, such personnel shall not be removed or reassigned by the Contractor to other projects unrelated to the County and/or to the detriment of the County unless a mutually-acceptable replacement is assigned by the Contractor. County approval of proposed replacement personnel will not be unreasonably withheld or delayed.

h. **Criminal Background Checks.** Criminal background checks must be successfully completed for any and all Contractor or subcontractor personnel that have the ability to view or access any County data or facilities.
The Contractor must certify the individuals have passed a criminal background check. Failure to provide such background check may be deemed to be a default under the contract.

i. 508 Compliance Language. As defined by law in Section 508 of the Rehabilitation Act of 1973, the County is required to ensure that users with disabilities have access to and use of system information and data that is comparable to that provided to system users who do not have disabilities. All private and public-facing websites and web applications must meet Section 508 compliance and WCAG2.0 accessibility standards. Vendors must provide a current Voluntary Product Accessibility Template (VPAT) as confirmation that the products provided meet these standards. A new VPAT must be provided for all product updates, releases or upgrades prior to implementing said updates, releases or upgrades.

j. Data Handling in Event of Termination.
   (1) Authorized County personnel will have access to the software to retrieve and manually download County Content at any time during the Term.
   (2) Upon the termination of this Agreement, the Contractor shall continue to provide access, for a period of 90 days following termination, all electronic personal and business documentation and information of any kind or nature disclosed to the Contractor ("data") transferred or provided to the Contractor including, but not limited to, copies maintained in digital, electronic, magnetic, optical or other mediums, of the County’s data. During that time, the Contractor will make available to the County the data for a complete and secure (i.e. encrypted and appropriately authenticated) download file of the County data in a mutually agreed electronic format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The Contractor, with assistance from the County, will deliver all of the County’s content in its entirety with all associated metadata in a non-proprietary format agreed upon by the County within a mutually agreed upon period of time based upon contract termination. The Contractor will not charge any fees for their assistance in retrieving data or maintaining the equipment or bandwidth necessary for the County to complete the downloads.
   (3) The Contractor shall destroy all the data and certify to the County that it has done so, unless legislation imposed upon the Contractor prevents it from returning or destroying all or part of the data transferred. In that case, the Contractor warrants that it will guarantee the confidentiality of the data transferred and will not actively process the data transferred anymore, including backups of data. The Contractor shall execute a data inspection and perform a data scrub of the electronic files containing the County data, so that upon completion of a data scrub of such data, all such data in all live electronic files owned or operated by the Contractor or its employees, agents, assigns and subcontractors is deleted. Additionally, the Contractor shall return or destroy all other County data that the Contractor still maintains in any other form and retain no copies of any such information when no longer needed for the purpose for which disclosure was made. The Contractor shall certify to the County in an affidavit prepared and executed under oath by a legally authorized representative of the Contractor that all County data disclosed to the Contractor, its employees, agents, assigns or subcontractors, has been returned to the County or destroyed by the Contractor, its employees, agents, assigns and subcontractors. The Contractor shall warrant that, upon request of the County, it will submit its data processing facilities for audit to verify compliance with this Section. The Contractor shall provide written proof that all of the County’s Content has been successfully deleted and fully removed from the software.
   (4) The Contractor will not delete any Content belonging to the County as a result of a termination during the 90 days following termination. During this 90-day period authorized County personnel will have access to Content belonging to the County. The County will not incur any additional fees if the Contractor downloads the County’s Content from the software during this 90-day period. Upon 30 days prior written notice, the County shall be granted extensions to the 90-day period in 90-day increments to retrieve County content and associated metadata without incurring any additional fees. The Contractor has no obligation to maintain or provide any County Content after the 90-day period unless notified of an extension request, approval of which shall not be unreasonably withheld.

k. Annual Audit. The Contractor shall have an annual audit performed, by an independent audit firm of the Contractor’s choosing, of the Contractor and any relevant subcontractor’s handling of Confidential (Controlled) Information and shall address all areas relating to Information Technology security and operational processes in accordance with NIST 800-53, CJIS, HIPPA, or other compliance requirements as determined by the information...
processed with a minimum of compliance to NIST 800-53 at the moderate level. These services provided by the Contractor and any relevant subcontractor that shall be covered by the audit will collectively be referred to as the “Information Functions and/or Processes.” Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by OIT, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

1. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). The initial SOC 2 Audit shall be scheduled and completed within a timeframe to be specified by the Director of OIT or if previously completed will be provided for review prior to contract award for review. All subsequent SOC 2 Audits that are arranged after this initial audit shall be performed on annual basis and submitted to the Director of OIT upon completion for the preceding calendar year.

2. The SOC 2 Audit shall report on the Contractor and any relevant subcontractor’s system(s) and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the Agreement.

3. The audit scope of each year’s SOC 2 Report may need to be adjusted to accommodate any changes to the Contractor’s and any relevant subcontractor’s environment since the previous SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the Agreement, or due to changes in information technology or operational infrastructure implemented by the Contractor and/or subcontractor. The Contractor and any relevant subcontractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Agreement.

4. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor for the Information Functions and/or Processes for the services provided to the County under the Agreement. The Contractor shall ensure the audit includes all subcontractors operating in performance of the Agreement.

5. All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to the County.

6. The Contractor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the Director of OIT upon completion of each SOC 2 Audit engagement.

7. The Contractor shall provide to the Director of OIT, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or subcontractor(s) along with the date(s) when each remedial action is to be implemented.

8. If the Contractor, including any relevant subcontractor, currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the County under the Agreement, and if that assessment generally conforms to the content and objective stipulated may be acceptable in lieu of the SOC 2 Report(s).

9. If the Contractor and any relevant subcontractor fails during the Term to obtain an annual SOC 2 Report, the County shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the Contractor and any relevant subcontractor under the Agreement. The Contractor and any relevant subcontractor agrees to
allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The County will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

(10) In addition to the SOC 2 Report(s) the Contractor, when providing an externally facing website as part of the service provided or part of the service provided, and any relevant subcontractor(s), shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor’s and subcontractor’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system’s security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The County shall have the right to inspect these vulnerability assessments and all documented remediation Plan of Actions and Milestones (POA&M) to confirm the effectiveness of these measures for the services being provided under this Agreement.
The Contractor will be reimbursed at cost per this policy for any mutually agreed upon travel required. The below will be used to process a change order for the amount approved by the County prior to travel occurring.

Contractors traveling on official County business are expected to exercise care in incurring expenses, and to avoid excessive or unnecessary costs by planning for the minimum amount of travel and the most economical mode of transportation to the destination.

Approved expenses are reimbursed at actual cost. No additional costs beyond those shown shall be incurred by the County for Contractor expenses. It is the understanding of the County that Per Diem expenses of Contractor’s employees are included in expenses. Per Diem expenses of Contractors employees shall be capped at the applicable U.S. General Services Administration Per Diem most current rate for Baltimore County, Maryland. Total daily expenses for lodging and meals shall not collectively exceed the applicable U.S. General Services Administration rate for hotels and meals as of the effective date of this Agreement. Expenses shall not exceed the appropriated funds during the term of this Agreement including renewals thereof without the prior written approval of the Director of Budget and Finance and the County’s Purchasing Buyer.

1. Air Travel
   A. Reservations & Tickets
      Contractor will provide their employee with a flight within two hours before or after the requested departure time, assuming that the flight does not add more than three hours to the employee’s total trip duration and the fair is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee’s total trip duration, the connecting flight should be accepted.

      Contractor is encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, County approval is required.

   B. Baggage Fees
      Reimbursement of personal baggage charges are based on the trip duration as follows:
      - Up to five days = one checked bag
      - Six or more days = two checked bags

      Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation
   A. Private Automobile
      Mileage Allowance Business use of an employee’s private automobile will be reimbursed at the current ITS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

   B. Rental Car
      Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Baltimore County business, employees should select a “mid-sized” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together.
C. Public Transportation
Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15 – 18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls
When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to and from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging, Meals and Incidental Expenses
Contractor employee lodging, meals and incidental expenses while on travel are in accordance with the current federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. A complete listing is available at www.gsa.gov/perdiem.

**FY 2020 Per Diem Rates for Baltimore County Maryland**

<table>
<thead>
<tr>
<th>Primary Destination (1)</th>
<th>County (2, 3)</th>
<th>Max Lodging (Max x M&amp;E)</th>
<th>M&amp;E Reg</th>
<th>Max Per Diem Rate</th>
<th>First &amp; Last Day (25% or M&amp;E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baltimore County</td>
<td>Baltimore</td>
<td>102</td>
<td>61</td>
<td>163</td>
<td>45.75</td>
</tr>
</tbody>
</table>

* No amounts in excess of GSA 2017 rates shall be incurred by the County for Contractor lodging, meal and incidental expenses unless approved by the County in advance, such approval not to be unreasonably withheld.

4. Internet Access = Hotels & Airports
Contractor’s employees who travel may need to access their email at night. Many hotels provide free high speed internet access and Contractor’s employees are encouraged to use such hotels whenever possible. If the hotel charges for internet access it is reimbursable up to $10 per day. Charges for internet access at airports are not reimbursable.

Approved expenses are reimbursed in accordance with Section 2 by the County at actual cost. No additional costs beyond those shown shall be incurred by the County for Contractor expenses unless approved by the County.
THIS NONDISCLOSURE AGREEMENT ("NDA") is entered into on __________, 20___, by __________________ ("Receiving Party") for the benefit of BALTIMORE COUNTY, MARYLAND, ("Disclosing Party"). The purpose of this NDA is the prevention of the unauthorized disclosure of Confidential Information (as defined below) of the Disclosing Party that may be disclosed to the Receiving Party.

For purposes of this NDA, Confidential Information means any information, technical data, or know-how, including but not limited to, information, relating to research, software, services, development, inventions, processes, products, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, financial information, commercial or business information, personal information, or health or medical information disclosed by the Disclosing Party to Receiving Party either directly or indirectly in writing, in machine readable or other tangible form, visually, in any intangible form, or otherwise disclosed.

In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party [pursuant to the Agreement between the parties this NDA is hereto attached], and each party's participation in the Project (as hereinafter defined), the receipt and adequacy of such consideration is hereby acknowledged, and the Receiving Party hereby agrees as follows:

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive purpose of assisting the County with or involving the _______________________________(collectively, the “Project”).

The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others, any of the Confidential Information. Notwithstanding the above, after prior written notice to Disclosing Party, Receiving Party may only disclose Confidential Information, if, upon advice of counsel, such disclosure is required by subpoena, court order or other compulsion of law.

The Receiving Party shall carefully restrict access to the Confidential Information to those officers, directors, and employees who clearly need such access in order to perform the Receiving Party’s operations, functions and work tasks in accordance with the Project. The Receiving Party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information, in conformance with the terms of this NDA, that such persons are strictly prohibited from making any use, publishing, or otherwise disclosing to others, or permitting others to use, any Confidential Information.

The Receiving Party and its agents shall take all steps necessary to protect the confidentiality of the Confidential Information, except for its disclosure in conformance with the terms of this NDA, and hereby agrees to indemnify the Disclosing Party against any and all losses, demands, costs, damages, claims, and expenses (including but not limited to attorney’s fees) incurred or suffered by the Disclosing Party as a result of the Receiving Party’s and/or its agents breach of this NDA.

This NDA shall continue and survive the completion of the Project, and the termination of any associated license, purchase order, contract and/or the Agreement (or any portion thereof) directly or indirectly associated with the Project and the execution of this NDA.

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this NDA may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agree that the Disclosing Party shall have the right to apply to a
court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.

This NDA imposes no obligation upon Receiving Party with respect to Confidential Information that (a) was rightfully in the Receiving Party’s possession, without obligation to keep confidential, before receipt from the Disclosing Party, (b) is or becomes a matter of public knowledge through no fault of the Receiving Party, (c) is rightfully received in good faith by the Receiving Party from an unrelated third party lawfully in possession thereof without a duty of confidentiality, (d) is disclosed under operation of law, (e) is disclosed by the Receiving Party with the Disclosing Party’s prior written approval, or (f) is independently developed by the Receiving Party without the use of Confidential Information.

This NDA and the Receiving Party’s obligations shall be binding on the representatives, assigns, and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.

This NDA shall survive termination of the Project [and the Agreement between the parties]. Upon termination of the Project, Recipient shall return to Disclosing Party all originals, and all copies in any form, including but not limited to copies maintained in digital, electronic, magnetic, optical or other mediums, of Disclosing Party’s Confidential Information, and shall also transfer all documents, memos or other materials, in any form, that contain, refer or relate to such Confidential Information. Recipient shall certify to Discloser in an affidavit executed under oath and by an authorized representative of Recipient that all Confidential Information disclosed to Disclosing Party or destroyed by Recipient.

If any action at law or equity is brought to enforce or interpret the provisions of this NDA, such action shall be brought in the Baltimore County, Maryland. The laws of the State of Maryland shall govern this NDA.

This NDA constitutes the sole understandings of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the NDA.

RECEIVING PARTY/CONTRACTOR

By: __________________________ (SEAL)
Name: __________________________
Title: __________________________
Date: __________________________

BALTIMORE COUNTY, MARYLAND

By: __________________________
Stacy L. Rodgers
Administrative Officer

APPROVED FOR FORM AND LEGAL SUFFICIENCY*
(Subject to Execution By A Duly Authorized County Administrative Official and County Council, if Indicated)

*Approval of Form and Legal Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction.
I Overview

The security of the County network and County data is essential and mandatory. Each County employee given the privilege of accessing the County network or County data from outside of County’s infrastructure shall not compromise the County network or County data, and shall only access the County network or County data for County business purposes in accordance with this Security Policy.

Please sign and attach the Remote Access Security Policy(PDF) when submitting requests for remote access in accordance with this policy.

II Scope

This policy applies to all Baltimore County employees and contractor’s granted remote access to the Baltimore County network or County data from outside of the County’s infrastructure via remote access.

III Policy

A. Each employee seeking access to the County Network or County data from outside of the County’s infrastructure for County business purposes issued a laptop or mobile device, must submit a signed Remote Access Policy. Employees seeking remote access utilizing personally-owned equipment must submit a signed Remote Access Policy and request form specifying in detail the nature, extent, and time frame for such access, and the request shall be signed in writing by the employee and the employee’s Agency Director. For contractor’s, each individual working on behalf of contractor for which contractor is requesting remote access (“Contractor’s Individual Agents”) must approve the access request. The request shall be signed in writing by a legally authorized representative of the contractor and each of contractor’s Individual Agents. Each requester shall submit a signed Remote Access Security Policy and Remote Access Request Form request to the Agency Security Coordinator for submission through SAR.

B. Each requester may only access the County network or County data through a secure remote connection. Remote access may be provided to County employees utilizing Government Furnished Equipment (GFE) provided by Baltimore County.

C. Each user understands and agrees that it is their responsibility to manage their remote access accounts, and must take the necessary and reasonable precautions to protect their account, and remote access device. The user must inform The Office of Information Technology (OIT) immediately by calling the Service Desk at 410-887-8200 if they determine their account has been tampered, disclosed inadvertently to others, or if the user transfers departments, leave the employment of the County or vendor company; or if for any reason the user no longer requires remote access.

D. A user must call the Service Desk to have their accounts reset and will be required to verify their identity by providing personal verifiable information at that time.

E. OIT is responsible for providing user access and maintaining availability of remote resources.

F. Sharing of remote access accounts is not permitted. Each user must obtain an individual account to use remote access.

G. Each user must continue to follow all OIT policies while connected to the County network remotely.

H. Users shall not modify or circumvent remote access configuration settings as configured and managed by OIT.

I. All activity associated with remote access connectivity will be logged and audit trails will be reviewed regularly.
J. The County reserves the right to suspend the user’s access to the County network and County data for any reason.

K. An employee utilizing GFE shall not simultaneously connect to the County network and any other private network.

L. Utilizing the remote access solution to bulk transfer files or confidential (controlled) information to a remote system is prohibited.

M. Users utilizing personal equipment to connect to County resources remotely may be denied access if the device utilized does not meet minimum standards such as an active up-to-date antivirus product or other minimum requirement as determined by OIT.

N. A user shall only connect to the County network and County data through remote access services for County business. The user shall not connect to the County network or County data for any other purpose or reason, and shall promptly terminate their connection to the County network and data when County business is complete.

O. A user who establishes access to the County network or County data shall not walk away and leave their computer unattended. If the user must walk away from their computer, they must log out and reconnect at a later time.

P. The remote access solution(s) have a built in 30-minute idle time out. If there is no activity on your session for 30 minutes, you will automatically be logged out of the County network.

Q. Non-emergency personnel that do not utilize remote access services routinely (three months) will be blocked by OIT and a new request in accordance with this Security Policy must be submitted to OIT for approval by the Director of OIT.

IV Enforcement

A. Violation of this Security Policy may result in the removal of remote access.

Any Baltimore County employee who violates this Security Policy may be subject to disciplinary action, up to and including termination of employment.

In the event a contractor violates this Security Policy, contractor understands and agrees that contractor shall be responsible for all damages associated therewith and that such damages shall only be limited if specifically stated as such in any written contract executed by and between the County and the contractor. Contractor also understands and agrees that any violation of this Security Policy by contractor or any of contractor’s Individual Agents may be, in the sole discretion of the County, a breach of the contract executed by and between the County and the contractor, and that County may exercise any and all rights and remedies as available under the contract, at law, or in equity.

B. I (signature of employee) have received a copy of and have read this Security Policy. I hereby evidence my receipt, knowledge, understanding, and acceptance of this Security Policy and all of my duties and responsibilities associated with my receipt of remote access to Baltimore County network, or Baltimore County data. I understand the consequences of my noncompliance with this Security Policy and that I may be responsible for actual damages and disciplinary actions.

V Signature

Name of Legally Authorized Representative

Contractor

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
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<tr>
<td>Title:</td>
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</table>
ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

BETWEEN

BALTIMORE COUNTY, MARYLAND,

AND

AWARDED VENDOR’S NAME

This Business Associate Agreement (the “Agreement”), effective as of this ______ day of __________, 20___ is by and between BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the “County”) on behalf of the Baltimore County [DEPARTMENT OR AGENCY] (known jointly and severally as “Covered Entity”), and [AWARDED VENDER], (“Business Associate”) and supplements and is made a part of the Agreement (“Underlying Agreement”) entered into as of ______ day of __________, 20___ by and between Covered Entity and Business Associate.

RECITALS

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in the Underlying Agreement pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations (45 C.F.R. Parts 160 and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5); and

WHEREAS, execution of this Agreement is not an admission that a business association relationship exists between the Covered Entity and Business Associate as defined in HIPAA.

WHEREAS, the nature of the arrangements memorialized in the Underlying Agreement may require Business Associate to access, use, exchange, and disclose certain electronic patient information maintained by the Covered Entity which may include the following: (i) Protected Health Information (“Information”) as that term is defined under HIPAA, including all pertinent regulations, codified at 45 C.F.R. Parts 160 and 164, as amended by HITECH, and as may be further amended in the future; (ii) Personal Information (“PI”) as that term is defined under the Maryland Personal Information Protection Act (“PIPA”) (Md. Ann. Code, Commercial Law, §14-3501 et seq.); or (iii) medical record information protected by the Maryland Confidentiality of Medical Records Act (“Maryland Medical Records Law”) (Md. Ann. Code, Health General §§ 4-301 et seq.) (the information described in items (i) through (iii) is hereinafter collectively and individually referred to as "Protected Health Information", and the HIPAA, HITECH, PIPA, and Maryland Medical Records Law are hereinafter collectively referred to as “Confidentiality Laws”);

WHEREAS, in consideration of the covenants herein, the Covered Entity and Business Associate desire to enter into this Agreement for the purpose of ensuring compliance with the Confidentiality Laws;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Covered Entity and Business Associate agree as follows:
DEFINITIONS

Terms used but otherwise not defined in this Agreement shall have the same meaning ascribed to those terms in HIPAA, HITECH, and any current and future regulations promulgated under HIPAA or HITECH.

A. “Breach” shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the “HIPAA Privacy Regulations”) which compromises the security or privacy of the Information. “Breach” shall not include:

i. Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or

ii. Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the Protected Health Information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or

iii. A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief than an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. “Designated Record Set” means a group of records maintained by or for a Covered Entity that is (a) the medical and billing records about Individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) Protected Health Information used in whole or in part by or for the Covered Entity to make decisions about Individuals.

C. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

D. “Individual” shall have the meaning as the term “individual” in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

E. “Individually Identifiable Information” means information that is a subset of health information, including demographic information collected from an individual, and:

i. is created or received by a health care provider, health plan, employer or health clearing house; and

ii. relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and:

(a) that identifies the individual; or

(b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

F. “HIPAA Privacy Regulations” shall mean the Standards for Security of Individual Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.


H. “HITECH Standards” means the privacy, security, and security Breach notification provisions applicable to a Business Associate under Subtitle D of HITECH and any regulations promulgated thereafter.
I. “Protected Health Information” or “PHI” shall have the same as the term “protected health information” in 45 C.F.R. §160.103 (as amended by HITECH), limited to the information created or received by Business Associate from or on behalf of Covered Entity including, but not limited to Electronic PHI.

J. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §160.501.

K. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

L. “Unsecured Protected Health Information” shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in regulations or as otherwise defined in Section 13402(h) of HITECH.

1. **Limited Use or Disclosure of Information.** Except as otherwise limited in this Agreement, Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law. Business Associate may:
   i. use and disclose Protected Health Information to perform the services agreed to by the Covered Entity and Business Associate;
   ii. use or disclose Protected Health Information for the proper management and administration of Business Associate or in accordance with its legal responsibilities;
   iii. use Protected Health Information to provide data aggregation services relating to health care operations of Covered Entity;
   iv. use or disclose Protected Health Information to report violations of law to law enforcement;
   v. use Protected Health Information to create de-identified Protected Health Information consistent with the standards set forth at 45 C.F.R. §164.514.

2. **Safeguards.** Business Associate agrees to use and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

3. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of this Agreement.

4. **Agents and/or Subcontractors.** Business Associate agrees to require any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, to agree to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information.

5. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall promptly notify Covered Entity of a Breach of Unsecured Protected Health Information following the first day on which Business Associate, or Business Associate’s employee, office and/or agent knows or should have known of such Breach. Business Associate’s notification hereunder shall:
   i. notify the designed Privacy Officer of the Covered Entity;
   ii. notify the Covered Entity no more than thirty (30) days following discovery of a Breach, except where a law enforcement official determines that notification would impede a criminal investigation or cause damage to national security;
   iii. be substantially in the same form as Exhibit A attached hereto.

6. **Notice to Covered Entity.** Any notice required under this Agreement to be given to Covered Entity shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify in writing to the other party:
   Baltimore County HIPAA Privacy Officer
c/o Baltimore County Department of Health
6401 York Road, 3rd Floor
Baltimore, MD 21212
7. **Access.** Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.

8. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees, upon request of Covered Entity or an Individual.

9. **Disclosure of Practices, Books and Records.** Business Associate agrees to make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time and manner designated by the Covered Entity or Secretary, for the purposes of the Secretary in determining the Parties compliance with HIPAA, the HITECH Act and corresponding regulations.

10. **Accounting.** Business Associate agrees to provide to Covered Entity an accounting of Protected Health Information disclosures made by Business Associate, including disclosures made for treatment, payment and health care operations. The accounting shall be made within a reasonable amount of time upon receipt of a request from Covered Entity.

11. **Minimum Necessary.** To limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. §164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

12. **Permitted Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

13. **Prohibited Uses and Disclosures.** Business Associate shall not sell Protected Health Information or use or disclose Protected Health Information for marketing or fund raising purposes as set forth in HITECH.

14. **Term.** The Term of this Agreement shall be effective as of the date of the Underlying Agreement is effective, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the provisions of this Section II.

15. **Termination for Breach.** The Covered Entity may terminate the Underlying Agreement and/or this Agreement if the Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternately, the Covered Entity may choose to provide Business Associate with notice of the existence of an alleged material breach and afford Business Associate an opportunity to cure the alleged material breach. In the event Business Associate fails to cure the breach to the satisfaction of the Covered Entity, the Covered Entity may immediately thereafter terminate the Underlying Agreement and/or this Agreement.

16. **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such
17. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA or HITECH, as they may be amended, and any other applicable regulations in regard to such laws.

18. **Remedies In Event of Breach.** Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation. Furthermore, in the event of a Breach by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys’ fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate’s breach. The remedies contained in this Section III shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

19. **Interpretation.** Should there be any conflict between the language of this Agreement and any other Agreement entered into between the Covered Entity and Business Associate (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Covered Entity and Business Associate specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the latter written agreement shall control over this Agreement.

20. **Compliance With State Law.** The Business Associate acknowledges that by accepting the Protected Health Information from Covered Entity, it becomes a holder of medical records information under the Maryland Medical Records Law and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the Maryland Medical Records Law conflict regarding the degree of protection provided for Protected Health Information, Business Associate shall comply with the more restrictive protection requirement.

21. **Survival.** The obligations of Business Associate of this Agreement shall survive any termination of the Underlying Agreement.

22. **Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the Covered Entity and Business Associate. This Agreement supersedes all prior and contemporaneous business associate agreements or amendments.

24. **Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HITECH, HIPAA, and the Privacy and Security Rules and other implementing regulations and guidance.

25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

26. **Severability.** If any of the provisions of this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.
IN WITNESS WHEREOF, it is the intent of the parties that Provider has signed this Agreement under seal and further, that the parties have executed this Agreement the day and year first written above.

WITNESS: [AWARDED VENDOR’S COMPANY NAME]

______________________________

By: _______________________________(SEAL)

Name:
Title:

WITNESS: BALTIMORE COUNTY, MARYLAND, a body corporate and politic

______________________________

By: _______________________________

Stacy L. Rodgers
County Administrative Officer

APPROVED FOR FORM AND LEGAL SUFFICIENCY*
(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY
*Approval of Form and Legal Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

REVIEWED AND RECOMMENDED:

______________________________

Name:
Title:
This notification is made pursuant to Paragraph 5(iii) of the Business Associate Agreement between:

- The Baltimore County Department of Health (BCDH), and
- ____________________________________________________________________________________ (Business Associate).

Business Associate hereby notifies BCDH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

___________________________________________________________________________________________  
_____________________________________________________________________________________

Date of the breach: ______________________ Date of discovery of the breach: ______________________

Does the breach involve 500 or more individuals? Yes/No  If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: ___________________________________________________

Names of individuals affected by the breach: ___________________________________________________

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

___________________________________________________________________________________________  
_____________________________________________________________________________________

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

___________________________________________________________________________________________  
_____________________________________________________________________________________
_____________________________________________________________________________________

Contact information to ask questions or learn additional information:

Name: ________________________________________________________________________  
Title: _______________________________________________________________________  
Address: ______________________________________________________________________

Email Address: _________________________________________________________________

Phone Number: _________________________________________________________________
Baltimore County, Maryland
Request for Proposal No. P-261
Software, Case Management System
Due Date: 07/17/20, Time: 3:30 P.M.

Proposal Signature Cover Page

Submission of a bid/proposal in response to this solicitation evidences the bidder’s acceptance of the terms and conditions therein. This page must be properly signed by an authorized official in the firm who represents and warrants acceptance of all terms and conditions of the request for bid/request for proposal. The person signing the bid/proposal must initial any alterations in figures on this form in ink.

Company Name: ____________________________________________________________
Address: _________________________________________________________________

________________________________________________________________

(City) (State) (Zip Code)

Telephone: ___________________________ FAX: ___________________________

Signed: ____________________________ Date: ___________________________

Print Name: ___________________________ Title: ___________________________

TAX ID Number (FIN/SS#) ___________________________ EMAIL: ___________________________

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package._______

Is your firm in compliance with all applicable laws and regulations relating to the employment of undocumented worker? If YES, check here ______

Notice: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

________________________________________________________________

________________________________________________________________

________________________________________________________________

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within _________ calendar days after receipt of order.

Payment Terms: ___________________________ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County’s web site at http://www.baltimorecountymd.gov/purchasing