



# **BALTIMORE CITY COUNCIL PUBLIC SAFETY COMMITTEE**

## **Mission Statement**

*On behalf of the Citizens of Baltimore City, the Public Safety Committee will be responsible for matters concerning public safety, including, but not limited to, emergency preparedness, police services, fire/EMS, & their administrative functions.*

**The Honorable Mark Conway**

**CHAIR**

## **PUBLIC HEARING**

**1/13/2026**

**1:00PM**

**CLARENCE "DU" BURNS COUNCIL CHAMBERS**

***LO25-0042***

***AI Surveillance in Schools***

# City Council Committees

## BUDGET AND APPROPRIATIONS (BA)

Danielle McCray - Chair  
Isaac "Yitz" Schleifer – Vice Chair  
Sharon Green Middleton  
Paris Gray  
Antonio Glover

*Staff: Paroma Nandi (410-396-0271)*

## PUBLIC SAFETY (PS)

Mark Conway - Chair  
Zac Blanchard – Vice Chair  
Danielle McCray  
Isaac "Yitz" Schleifer  
Paris Gray  
Phylicia Porter  
Antonio Glover

*Staff: Ethan Navarre (410-396-1266)*

## HOUSING AND ECONOMIC DEVELOPMENT (HCD)

James Torrence – Chair  
Odette Ramos – Vice Chair  
Zac Blanchard  
Jermaine Jones  
Antonio Glover

*Staff: Anthony Leva (410-396-1091)*

## PUBLIC HEALTH AND ENVIRONMENT (PHE)

Phylicia Porter - Chair  
Mark Conway - Vice Chair  
Mark Parker  
Ryan Dorsey  
James Torrence  
John Bullock  
Odette Ramos

*Staff: Marguerite Currin (443-984-3485)*

## LEGISLATIVE INVESTIGATIONS (LI)

Isaac "Yitz" Schleifer - Chair  
Antonio Glover – Vice Chair  
Ryan Dorsey  
Sharon Green Middleton  
Paris Gray

*Staff: Ethan Navarre (410-396-1266)*

## LAND USE AND TRANSPORTATION

Ryan Dorsey – Chair  
Sharon Green Middleton – Vice Chair  
Mark Parker  
Paris Gray  
John Bullock  
Phylicia Porter  
Zac Blanchard

*Staff: Anthony Leva (410-396-1091)*

## LABOR AND WORKFORCE (LW)

Jermaine Jones – Chair  
James Torrence – Vice Chair  
Danielle McCray  
Ryan Dorsey  
Phylicia Porter

*Staff: Juliane Jemmott (410-396-1268)*

## EDUCATION, YOUTH AND OLDER ADULT (EYOA)

John Bullock – Chair  
Mark Parker – Vice Chair  
Sharon Green Middleton  
James Torrence  
Zac Blanchard  
Jermaine Jones  
Odette Ramos

*Staff: Juliane Jemmott (410-396-1268)*

---

# CITY OF BALTIMORE

Brandon M. Scott – Mayor  
Zeke Cohen – Council President



## Office of Council Services

Nancy Mead – Director  
100 Holliday Street, Room 415  
Baltimore, MD 21202

---

## PUBLIC SAFETY COMMITTEE

**The Honorable Mark Conway**  
**CHAIR**

### Legislative Oversight Hearing

*LO25-0042  
AI Surveillance in Schools*

---

For the purpose of the committee inviting relevant city agencies and outside partners, including but not limited to Baltimore City Public Schools, Baltimore City Public Schools Police, and the Baltimore Police Department, to investigate and discuss the installation of artificial intelligence-driven surveillance in public schools.

---

### **BACKGROUND**

In [2023](#), six of Baltimore City Public Schools' ([BCPS](#)) 21 high schools participated in a pilot program to evaluate the implementation and efficacy of Evolv weapons detection scanners. According to [Evolv](#), its scanners use “modern sensor technology and artificial intelligence (AI) to pinpoint and distinguish a wide variety of potential threats from many common everyday items, such as phones and keys.” In the pilot-run, Evolv’s system scanned over 73,000 times and sent alerts for over 17,500 instances (a 24% alert per-scan rate); however, a weapon was only found in 10 of those instances of alerts.

School officials suggest the Evolv system is more efficient and less intrusive than the previous system which required students to pass through metal detectors, causing long wait times to enter school buildings. Evolv’s team has also indicated its system targets the exact location of flagged items, allowing for less intrusive searches when necessary, and that “there’s no policing because you don’t even know that the machine is there.” In response, some students argued they are still over-policed but [surveys](#) shared by the school system show 57% of students and 91% of staff felt safer.

In [2024](#), BCPS expanded the program and entered into an agreement with Alliance Technology Group to install the Evolv system at all City high schools.

Over the same period, Evolv has come under increased scrutiny. In 2023, an Evolve system [failed](#) to identify a knife that a student in New York used to stab a classmate. In [early-2024](#), Evolv shared a now-deleted presentation which suggested some weapons would be missed when its systems’ sensitivity settings are reduced – an option offered to reduce the systems’ high number of false alerts. Later that year, the Federal Trade Commission took [action](#) against the company over what the FTC described as “unsupported claims about its products’ ability to detect weapons by using artificial

intelligence" and sought to provide certain customers with the option to cancel their contracts. Evolv later agreed to the settlement.

---

### ***FISCAL NOTE***

As a matter of legislative oversight, there is no fiscal cost associated with the legislative action.

The Baltimore City Board of School Commissioners approved contract for installation of the Evolve system totaled \$5.46 million. The Board also approved \$540,000 for electrical upgrades.

---

### ***REPORTING AGENCIES***

- Baltimore City Public Schools

---

Analysis by: Ethan Navarre

Analysis Date: 12/17/2025

Direct Inquiries to: [ethan.navarre@baltimorecity.gov](mailto:ethan.navarre@baltimorecity.gov)

# BALTIMORE CITY COUNCIL



## PUBLIC SAFETY COMMITTEE

*LO25-0042  
AI Surveillance in Schools*

# Agency Reports

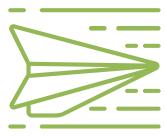
# AI Surveillance in Schools

## Legislative Oversight 25-0042

Presentation to the Baltimore City Council Public Safety Subcommittee

January 13, 2026

# What We Set Out to Achieve with Weapons Detection



## Enhance Safety

*Identify prohibited items*

Use detection to prevent harmful objects from entering schools



## Improve Efficiency

*Facilitate shorter entry times*

Reduce bottlenecks at arrival, enabling smooth student flow



## Build Deterrence

*Reduce weapon possession*

Dissuade students from bringing prohibited items into schools

# HOW THE EVOLV WEAPONS DETECTION SYSTEM is used in City Schools High Schools

The Evolv system is used only as part of a controlled school entry process, similar to traditional metal detectors.

## Point-of-entry screening only

- The system is active only as individuals enter the building. It is not used for monitoring hallways, classrooms, or behavior during the school day.

## Not AI surveillance

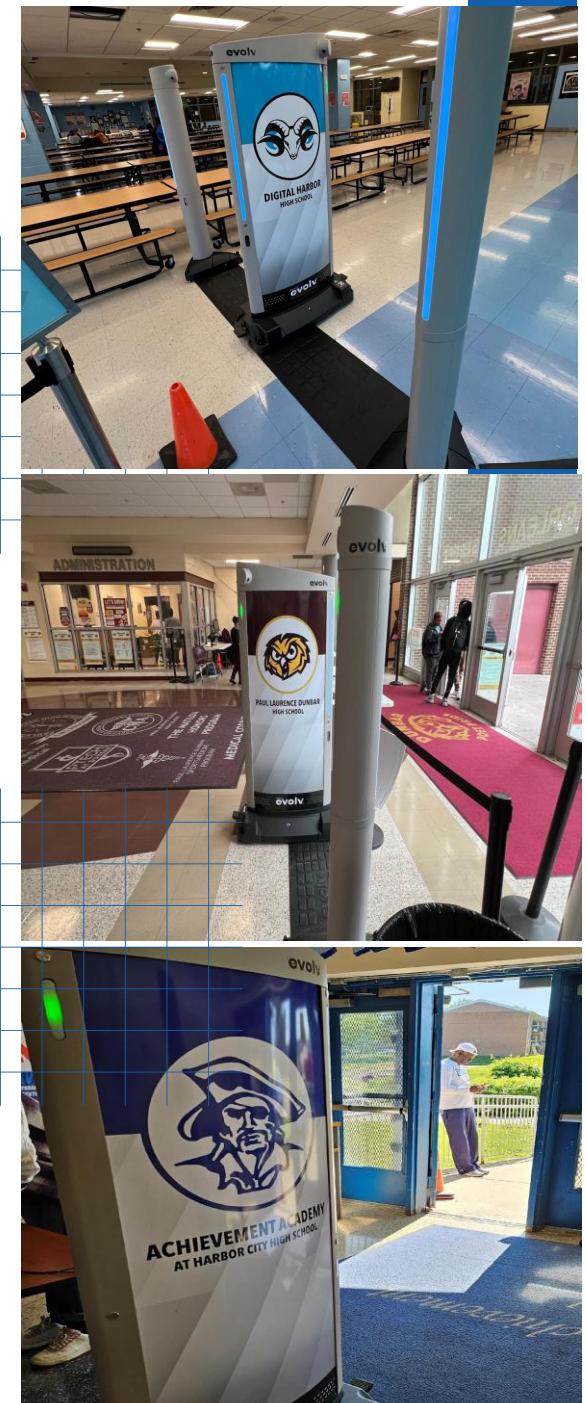
- Evolv does not perform facial recognition, identity tracking, or continuous monitoring. It does not collect or store personal information.

## AI-assisted object detection

- The AI component is used solely to analyze potential weapon signatures and visually indicate the area of concern on the body or belongings to guide staff follow-up.

## Human decision-making remains central

- Alerts prompt a secondary check by trained staff. No automated enforcement actions occur without human review.



# The Foundation of Safety in City Schools: Three Pillars



## Emotional Safety

- Restorative Practices/Culture & Climate
- Student Transfer Ambassadors
- Healing-Centered Crisis Response, Supports, & Partnerships
- Mental Health Supports

## School Police Supporting Safety

- Safety Initiatives
- Violence Prevention
- School Police Initiatives

## Physical Building Safety

- Physical Site & Security
- Access control, visitor management, emergency plans, evacuation maps, clear signage, cameras, lighting, fire preventions
- Visitor management including policy, procedure, and protocols

## **How We Got Here: General Safety Feedback Prior to Weapons Detection System Led to Implementation of Pilot**

### **STUDENT SAFETY CONCERNS**

56% of students felt unsafe during School Year 2021-22, indicating a critical need for improved safety measures.

### **EFFICIENCY CHALLENGES**

Students were experiencing delays getting to class due to use of metal detectors.

### **PARENTAL FEEDBACK**

Feedback from parents highlighted complaints regarding weapons and safety issues, emphasizing the need for action.

# SUMMARY OF WEAPONS DETECTION PILOT PROGRAM

## Pilot Program & Procurement

We conducted a multi-phase pilot program to thoroughly test the system and identify the best fit for our schools before procurement.

- Core Purpose: Inform the district of the feasibility and usability of the system, identify training needs, and refine entry protocols.
- Vendor Selection: A comprehensive Security Vendor Comparison was conducted, reviewing options based on factors like Detection Accuracy, Vendor Support, Ease of Use, Integration, and Legal Compliance.

## Comprehensive Training & Support

A multi-faceted training program was launched to ensure comprehensive support for all staff involved, recognizing that continuous training is critical.

Training Type	Description	Target Audience
Virtual Modules	Pre-launch training	School-specific personnel
Hands-On Training	In-person sessions	School-specific personnel
Entry Protocol Updates	Revised protocols enhanced with system use	All schools
Refresher Training	Conducted after first semester	High school staff

## Stakeholder Engagement

We actively engaged with our community to learn about the **reception** of the new system and address concerns.

- **Community Engagement:** Conducted engagement sessions at all schools during the rollout to address operational concerns.
- **District Office Awareness:** Hosted info sessions with IT, School Police, Charter Support to introduce the system and define roles.
- **Communication Efforts:** Provided detailed informational materials, including FAQs, to families and guardians.

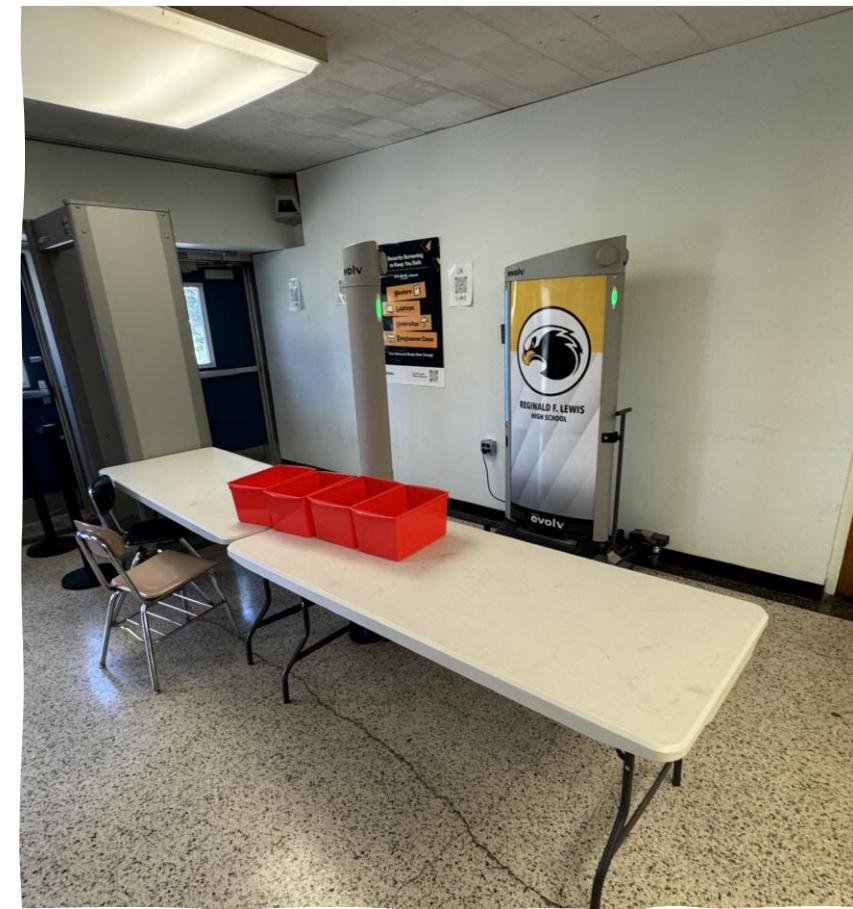
# Evidence-Based Selection of Evolv Express for Concealed Weapons Detection

Our evaluation of six competing systems ensured we chose technology backed by demonstrated performance, not just promises.

Evolv Express weapons detection system was chosen because it was the fastest and most effective at scanning individuals and the least invasive system.

Unlike traditional metal detectors, Evolv Express uses advanced sensor technology and artificial intelligence to screen guests while they walk through at a natural pace.





## Installation and Customized Panels

Evolv's Weapons Detection System has been installed in all 27 City Schools managed high schools featuring personalized panels with each school's name and logo.

# FREQUENTLY ASKED QUESTIONS

## Does the Evolv system use facial recognition?

No. The combination of sensors and artificial intelligence focuses on distinguishing a weapon from personal items. If the system detects a potential threat, it alarms, and that threat is examined. If the system does not detect a potential threat, it will not alarm, and the individual will walk right through. The system evaluates the items passing through, not the people.

## Who conducts the screenings?

A City Schools staff member will direct the student to remove the item from the location identified by the Evolv system, and then the student will proceed through the Evolv system again to determine whether the alert is resolved.

## What happens if a student or visitor triggers an alert?

A staff member will escort the student to a private screening location where students will remove the item that caused the alert and then be rescanned by the weapons detection system until they no longer alert the system. If the item that alerts cannot be detected, the staff member will complete a search of the student or visitors' belongings for secondary screening.

## Who receives alerts generated by the system when a weapon is found?

The Evolv system does not "find" or confirm weapons. Instead, the system functions as a real-time detection tool at the point of entry. When an item on a person or in a bag triggers the system, an immediate on-screen alert appears only on the device operated by the staff member managing entry (typically an iPad connected to the system). The alert indicates an area of concern that requires a manual secondary check by staff.

# WHAT HAPPENS IF A FIREARM/WEAPON IS SUSPECTED?

## A) Immediate Safety Measures

- Isolate the individual from others using appropriate physical space by moving them to a secure location under supervision.

## B) Involve Law Enforcement

- If not already on-site, contact police immediately.

## C) Secure the Weapon

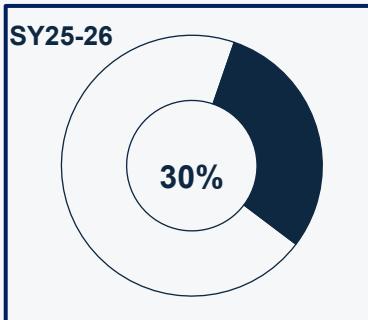
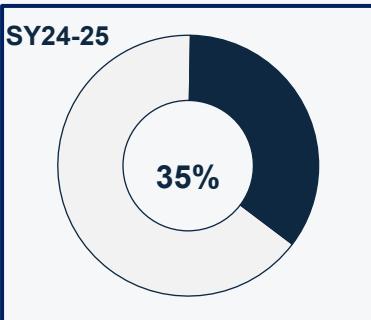
- Law enforcement will remove the suspected firearm when safe and practical. In the case of an emergency or other circumstance requiring swift action to prevent harm to others, an administrative search may be initiated by an authorized searcher, prior to obtaining assistance from law enforcement, and any firearm detected will be immediately turned over to law enforcement.

# PERFORMANCE METRICS: DAILY VOLUME AND ALERT RATES



## DAILY VOLUME

- Across 27 high schools, the system processes about 14,000 morning entries every day.



## ALERT RATE

- On average, about 30% of entries trigger alerts.
  - Nearly all are benign items (e.g., laptops, tin cans, eyeglass cases, umbrellas, drink containers)
  - For SY24-25, no guns were detected.
  - For the current school year, one BB gun has been detected.

# EVALUATING EVOLV'S IMPACT: STUDENTS AND STAFF FEEL SAFER

*Assessing whether weapons detection deployment improves entry efficiency and perceived safety post-implementation.*

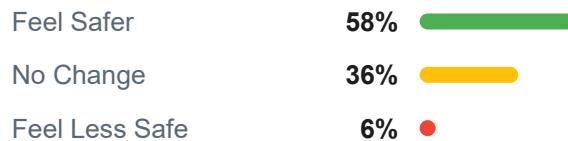
**Student  
Responses:**  
**1,060**

940 English,  
120 Spanish

## COMPARISON TO OLD METAL DETECTORS



## FEELING OF SAFETY



## MORNING ENTRY EFFICIENCY



**Staff  
Responses:**  
**143**

19 Schools

## CHANGES IN STUDENT BEHAVIOR



## FEELING OF SAFETY



## MORNING ENTRY EFFICIENCY



# ONGOING COMMITMENT TO SAFETY AND DUE DILIGENCE

## Staying Ahead of Concerns

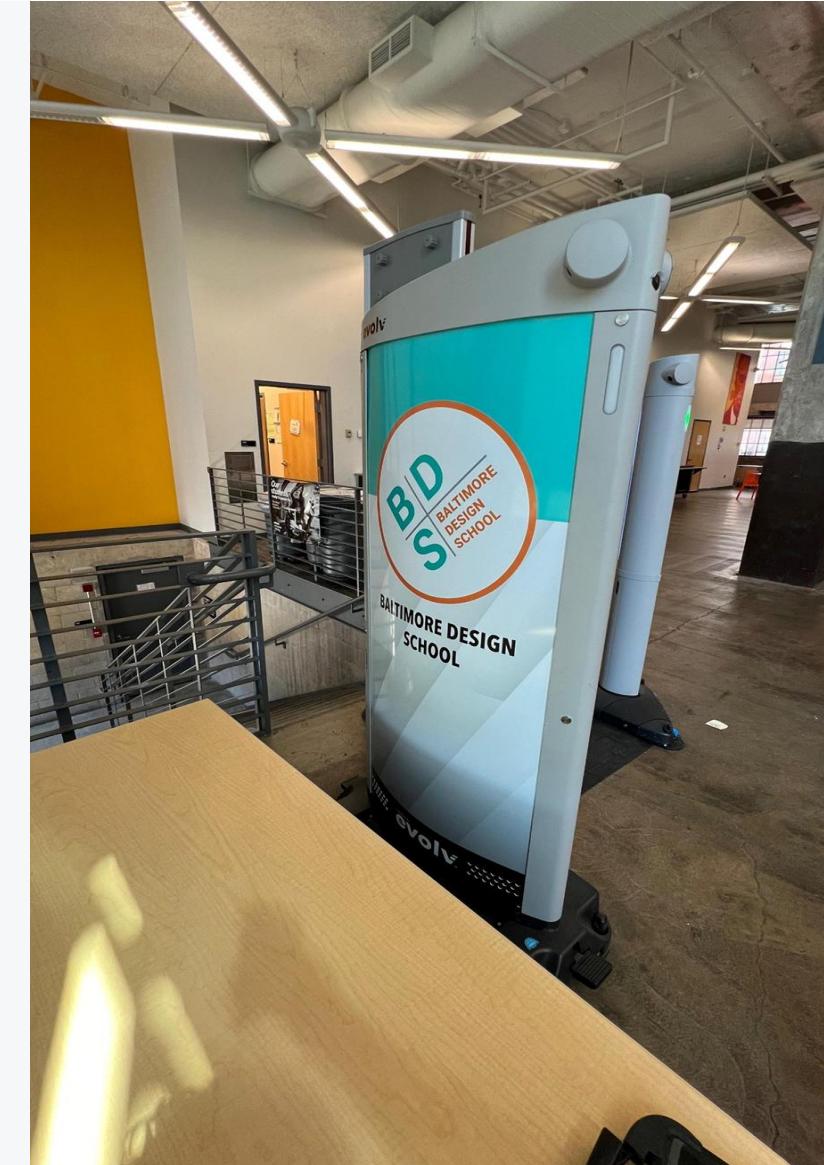
National attention concerning weapons detection technology has only reinforced our commitment to **continuous performance monitoring** and proactive issue identification.

## Prepared Personnel

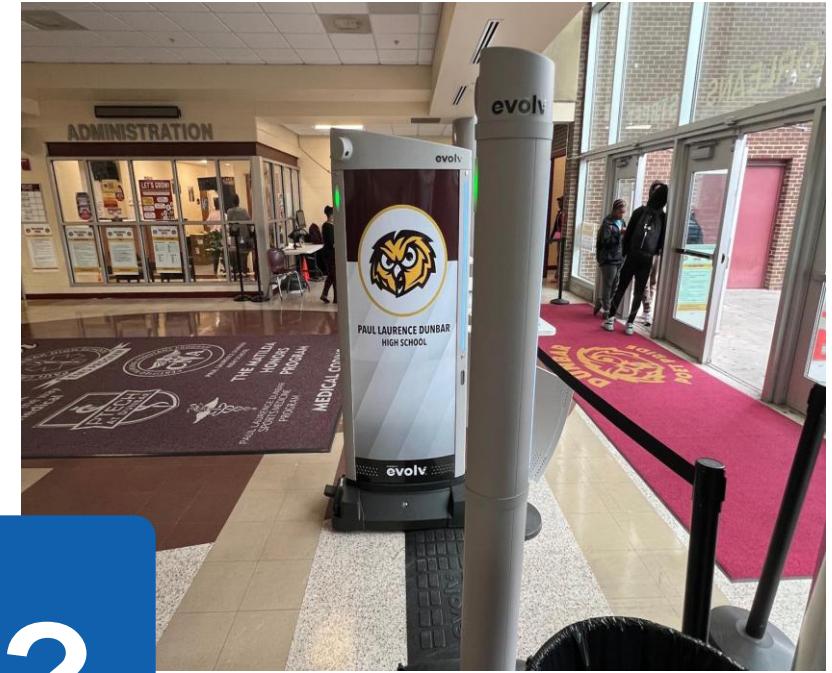
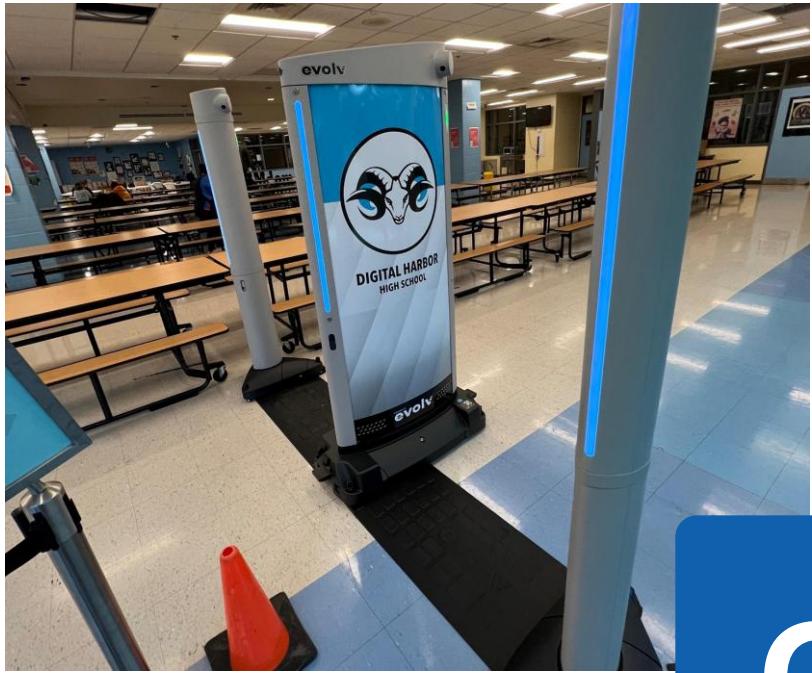
Ongoing training keeps staff current on best practices for system operation and alert response protocols.

## Industry Monitoring

Regular vendor communication and cross-district awareness help us learn from challenges encountered elsewhere and adapt our protocols accordingly.



# QUESTIONS?



## BOARD OF SCHOOL COMMISSIONERS

**Robert Salley**, *Board Chair*  
**Ashiah Parker**, *Vice Chair*  
**Emily Ames-Messinger**  
**Andrew Coy**  
**Ashley Esposito**  
**Kwame' Jamal Kenyatta-Bey**  
**Mujahid Muhammad**  
**Dr. Stefan Redding-Lallinger**  
**Amber Scott-Woodruff**  
**Larry Simmons Jr.**  
**Khalilah Slater Harrington**  
**Zayra Chicas-Guzman**, *Student Commissioner*  
**Yousuf Ahmad**, *Board Executive Officer*

## SENIOR MANAGEMENT TEAM

**Dr. Sonja Brookins Santelises**, *Chief Executive Officer*  
**Angela D. Alvarez**, *Senior Executive Director - Office of New Initiatives*  
**Joshua I. Civin**, *Chief Legal Officer*  
**Dr. Joan Dabrowski**, *Chief Academic Officer*  
**Dr. Stacy Place Tosé**, *Chief of Schools*  
**Christopher Doherty**, *Chief Financial Officer*  
**Dr. Tracey L. Durant**, *Senior Executive Director - Equity*  
**Tina Hike-Hubbard**, *Chief of Communications, Engagement, and Enrollment*  
**Theresa D. Jones**, *Chief Achievement and Accountability Officer*  
**Thomas T. Jones**, *Chief Information Technology Officer*  
**Emily Nielson**, *Chief Human Capital Officer*  
**Alison Perkins-Cohen**, *Chief of Staff*  
**Dr. Lynette Washington**, *Chief Operating Officer*  
**Dr. Jennie Wu**, *Executive Director – Strategy and Continuous Improvement*

# APPENDIX

Baltimore City Public Schools  
Administrative Headquarters

# WEAPONS DETECTION PILOT SCHOOLS & PURPOSE

## Pilot Schools

**March - June 2023**

1. Carver Vocational-Technical High School
2. Mergenthaler Vocational-Technical High School
3. Excel Academy at Francis M. Wood High School
4. Patterson High School

## Pilot Extensions

**July 2023**

5. Paul Laurence Dunbar High School
6. Frederick Douglass High School

## Purpose

- Inform the district of the **feasibility and usability** of the system at secondary high schools.
- Help **identify training needs and help refine entry protocols** to ensure safe and efficient entry into school facilities.
- **Engage stakeholders** to learn more about their **reception** of the new system.

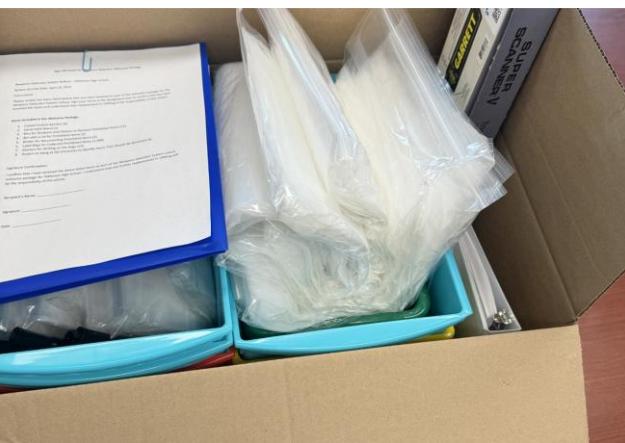
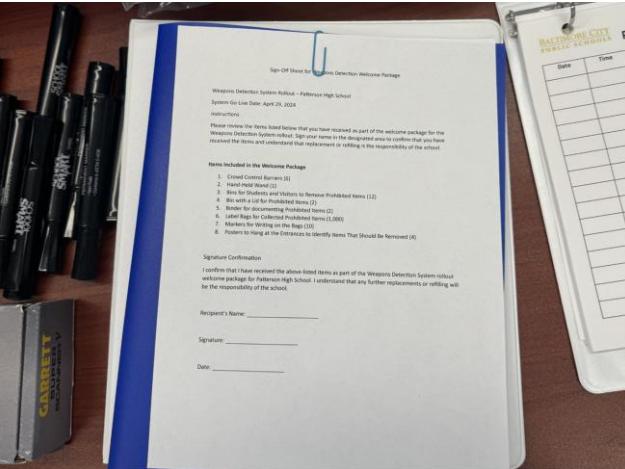
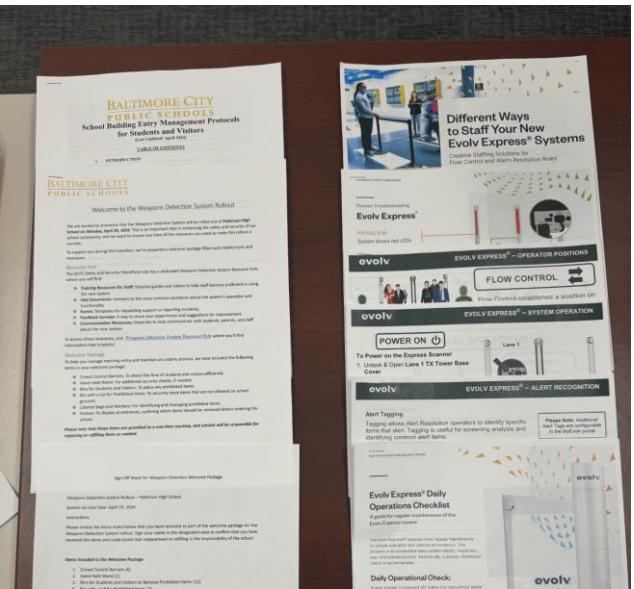
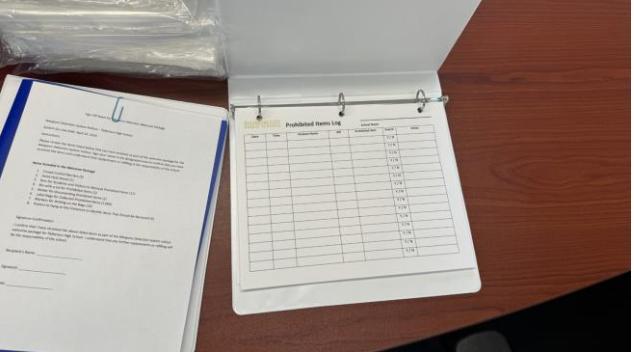
# SECURITY VENDOR COMPARISON CHART

	Omnilert	Point Services	Open Gate	Zero Eyes	Ark Solutions
Type of Service	Emergency Notification	X-ray Machines	Access Control System	AI-Driven Video Analytics	Security Detection
Vendor Support	24/7 customer support, training resources, and implementation assistance.	Technical support, maintenance, and training for operators to ensure optimal performance.	Technical support, training, and system maintenance to ensure smooth operation and optimal security.	24/7 customer support, training, and system maintenance for optimal performance.	24/7 customer support, technical support and in person training.
Ease of Use	User-friendly interface with customizable features for administrators and end-users.	Requires trained operators for effective use.	User-friendly interface with customizable access levels and permissions.	Intuitive interface with customizable alerts and notifications.	User friendly and customizable.
Integration	Integrates with existing communication systems, such as SMS, email, social media, and digital signage.	Can be integrated with access control systems for streamlined entry procedures.	Can integrate with visitor management systems, CCTV, and alarm systems for comprehensive security.	Can integrate with existing video management systems and security infrastructure.	Can integrate with current systems and upgrade when needed to additional security products.
Detection Accuracy	N/A (Not applicable for emergency notification services)	High accuracy in detecting weapons and other prohibited items.	N/A (Not applicable for access control systems)	High detection accuracy, capable of recognizing firearms and other weapons.	High detection accuracy, capable of detecting items that cause mass casualties
Legal Compliance	Compliant with relevant privacy and data protection regulations.	Compliant with relevant regulations governing the use of X-ray machines.	Compliant with relevant privacy and access control regulations.	Compliant with privacy laws and regulations and designed to respect individuals' privacy.	Compliant with relevant privacy and access control regulations.
Link	<a href="#">Link</a>	<a href="#">Link</a>	<a href="#">Link</a>	<a href="#">Link</a>	

# SECURITY VENDOR SCORING CHART

## Project Team Systems Observations

		Security Systems						
		Alliance Technology Evolv Weapons Detection System	Motorola (Avigilon ) Evolv Weapons Detection Security Solutions	Open Gate	Omnilert	Zero Eyes	Point Services	
		Access Control System	Access Control system & Integrated Security Solutions	Access Control System	Emergency Notification/Video Monitoring	Video Monitoring	X-Ray Machines	
Accuracy	1. Does the system detect items that can cause mass casualties	25	5	5	4.5	3	3	
	2. Does the system accurately detect City Schools lists of prohibited items	20	2	3	2	0	0	
	3. Does the system have consistent and reliable detection performance?	25	4	4	3	2	3	
	4. Does the system act as a deterrent to potential threats that can reduce the likelihood of prohibited items being brought into the school building?	25	4	5	4	1	1	
	5. Is the system user-friendly and intuitive, with clear instructions and minimal training required for staff and administrators to use it effectively?	25	4	4	4	2	2	
Efficiency	1. Does the system work all the time?	20	4	4	3	2	3	
	2. Does the system provide quick screening time that reduces the wait time for students to enter the building?	20	4	4	3	1	1	
	3. Is the system accessible to all staff and students, including those with disabilities without creating unnecessary barriers or obstacles?	20	4	4	3	3	3	
Sustainability	1. Is the system easy to maintain, and the vendor should provide clear instructions and guidance for routine maintenance tasks?	15	4	4	4	3	3	
	2. What are the systems latest advancements in technology and how are we ensuring its ability to adapt and remain effective against evolving threats?	15	4	5	3	2	2	
	3. How does the system stay updated with ongoing system improvements, software updates, and hardware enhancements to maintain the system's reliability and effectiveness?	15	4	4	2	2	2	
	4. What is the initial investment required to purchase and install the weapons detection system (hardware, software, installation) ?	15	3	4	4	1	1	
Cost	2. What are the ongoing maintenance costs for the system (software, subscriptions, updates, hardware maintenance, and support)?	15	3	4	3	3	3	
	3. Leasing vs owning	15	3	4	3	3	3	
Stakeholder Confidence	4. Cost to test (pilot) the system	15	3	4	1	1	1	
	1. Does the system demonstrate a proactive approach to safety and security, enhancing the reputation and public image of the school district?	10	3.5	4	3	2	2	
Time to Implement	2. Does the system increase stakeholder confidence by showcasing the commitment to providing a secure learning environment for students and a safe workplace for staff?	10	3.5	4	3	2	2	
	1. Once a purchasing decision is made, how long will it take to roll a system out across the district	15	4	4	3	3	3	
Total Sum		320	66	74	55.5	36	38	0
Weighted Total			1195	1325	1012.5	630	675	0



# Weapons Detection System Welcome Packages

Welcome kits for each school included:

- Crowd Barriers (Stanchions) to help control the flow of student traffic.
- Bins for students to place items that are known triggers.
- Handheld wands for alternative screening.
- Prohibited items logbooks, clear bags for storing prohibited items, and markers for labeling the bags.
- Posters to inform students and visitors about items to remove before passing through the system.
- Folders containing helpful information, links, and resources for additional support.

# Implementation by School

All 27 City Schools managed high schools are fully operational

## Group 1

(April 29, 2024 – May 02, 2024)

- › Patterson High School\*
- › Claremont School
- › Paul Laurence Dunbar High School
- › Digital Harbor High School\*
- › Frederick Douglass High School\*
- › Carver Vocational-Technical High School\*
- › Mergenthaler Vocational-Technical High School\*
- › Vivien T. Thomas Medical Arts Academy
- › Excel Academy at Francis M. Wood High School\*

*\*Pilot Schools*

## Group 2

(May 06, 2024– May 09, 2024)

- › Baltimore Polytechnic Institute
- › Western High School
- › Achievement Academy at Harbor City High School
- › Reginald F. Lewis High School
- › Success Academy
- › Baltimore City College
- › Middle Alternative Program
- › Joseph C. Briscoe Academy
- › Academy for College and Career Exploration

## Group 3

(May 20, 2024– May 23, 2024)

- › Edmondson-Westside High School
- › Renaissance Academy
- › Augusta Fells Savage Institute of Visual Arts
- › Forest Park High School
- › Benjamin Franklin High School @ Masonville Cove
- › Baltimore School for the Arts
- › National Academy Foundation
- › REACH! Partnership School
- › Baltimore Design School

# BALTIMORE CITY COUNCIL



## PUBLIC SAFETY COMMITTEE

*LO25-0042*

*AI Surveillance in Schools*

# Additional Materials

**CONTRACTUAL AGREEMENT  
BETWEEN  
THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS  
AND  
ALLIANCE TECHNOLOGY GROUP LLC**

THIS CONTRACTUAL AGREEMENT (the “Agreement” or “Contract”) is made as of this 28th day of February, 2024 (the “Effective Date”), by and between the Baltimore City Board of School Commissioners, which operates a system of public schools commonly known as the Baltimore City Public School System or Baltimore City Public Schools (“City Schools”), and Alliance Technology Group, LLC, an entity duly authorized to conduct business in the State of Maryland (the “Entity” or “Contractor”).

WHEREAS, City Schools, in furtherance of its educational purposes, requires the assistance of the Entity to provide Services; and

WHEREAS, the Entity possesses the necessary experience and skills to provide such Services to City Schools.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. This Agreement shall be for a period of performance from the Effective Date until February 27, 2028. The Agreement may be terminated pursuant to Article 10 (“Termination”) of the Baltimore City Public Schools General Articles, which are attached as Attachment I and incorporated herein by reference (the “General Articles”). After the initial term, City Schools, in its sole discretion, reserves the right to extend the Agreement, if agreed to in writing by the Parties. Any pilot use of the Services by “City Schools Users” (as defined in Article 15.C.2. of the General Articles) or any Services, including but not limited to training or professional development, provided by the Entity to City Schools prior to the Effective Date, shall be governed by this Agreement.
2. Scope of Services. During the term of this Agreement, the Entity shall provide the Services as defined in Article I of the General Articles and as further detailed in Attachment II (“Scope of Services”) and any other attachments to this Agreement, which are incorporated herein by reference.
3. Key Personnel. Pursuant to Article 4 of the General Articles, the Entity’s key personnel are listed below:
  - a. Brooks Gearhart
  - b. Jacqueline LaFave
4. Contract Documents.
  - A. For purposes of clarification with respect to Article 21 (“Order of Precedence”) of the General Articles, the following documents constitute the “Contract Documents”: (a) the General Articles (Attachment I), except as expressly modified herein; (b) the remainder of this Agreement, including any attachments hereto; (c) when applicable, the Entity’s quote; (d) the purchase order; (e) the invoice; and (f) the End User Agreement which governs the use and access to the Evolv equipment and software (g) any other documents provided by the Entity (“Entity Documents”) and attached hereto as part of Attachment II. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions and order of precedence from highest precedence to lowest precedence shall be (a) through (g), above. In the event any document with a lower precedence states that its terms and conditions supersede those of any other document with a higher precedence, such language shall be void. The Entity represents that other than the Entity Documents specified above, there are no other terms or conditions that govern the use of the Services by City Schools.
  - B. The Entity agrees to notify the City Schools Project Monitor (identified in paragraph 10) in writing of any changes to such Entity Documents at least thirty (30) days in advance. Any changes that are inconsistent with this Agreement, including the General Articles, or that materially alter the obligations of the Parties under this Agreement, including the General Articles, shall not apply to City Schools Users (defined in Article 15.C.2. of

the General Articles), without City Schools' express written consent. In no case will the Entity alter how Confidential Information (defined in Article 15.C.1. of the General Articles) is collected, used, or shared under the terms of this Agreement without thirty (30) days advance notice and express written consent from City Schools.

5. Payment.

- A. City Schools agrees to pay the Entity, and the Entity agrees to accept, as full compensation for the Entity's Services, the consideration as set forth in more detail in the budgetary documents included in Attachment II, provided, however, that the total cost of the Services provided by the Entity under this Agreement shall not exceed \$ 5,458,698.73 during the term of the Agreement, unless otherwise agreed to by a written amendment duly executed by the Parties.
- B. The prices, rates, and other compensation for Services performed is as described in the Agreement. When transportation or freight charges are billed to City Schools, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by City Schools. Cartage, handling, packaging, or boxing charges will not be allowed unless specifically so stated in the purchase order.
- C. The Parties acknowledge and agree that the Entity's invoices are to be submitted to City Schools in a timely manner, per the terms of a purchase order, after the Services have been provided to City Schools. If invoices are submitted more than one calendar year after the last date the Entity's Services have been rendered or the last date when Services were accepted by City Schools, then City Schools shall have no obligation to pay for the stale invoices. City Schools shall have no obligation to pay for Services performed before City Schools approves the Agreement or after it terminates, in excess of the monetary amount of the Agreement, or prior to the issuance of a purchase order. The Entity shall comply with additional City Schools guidance regarding invoices, proposals, and quotes, available on the City Schools website ([Quote and Invoice Guidance Document](#)).
- D. The Entity's invoices shall be approved for payment by the City Schools Project Monitor only after the City Schools Project Monitor is satisfied that the Entity is performing the Services and has prepared the invoice as required by the Agreement. Prior to approving any Entity invoices for payment, City Schools, through any authorized representative, has the right at all reasonable times to inspect, or otherwise evaluate, the Services performed or being performed at the premises on which it is being performed. If any inspection or evaluation is made by City Schools on the premises of the Entity or any of its subcontractors, the Entity shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City Schools representatives in the performance of their duties. All inspections and evaluations shall be performed so that they will not unduly delay the Services.
- E. Within thirty (30) days after receipt of each invoice and accepting the Services, City Schools shall, except as provided in the Agreement, pay for the Services performed when approved by the City Schools Project Monitor. A payment schedule will be jointly developed between City Schools and the Entity. City Schools reserves the right to submit payment using an electronic payment method, such as credit card, Single Use Account, or Automated Clearing House. The Entity shall not assess City Schools with any additional charge, fee, or price for the use of these electronic payment methods.
- F. Regardless of any other provisions of the Agreement, failure of the Entity to submit required reports when due or failure to perform or deliver acceptable Services will result in City Schools withholding or limiting payments under the Agreement until such time as City Schools determines that the Entity has met the performance terms as established by this Agreement, unless such failure arises pursuant to Article 7 ("Force Majeure") of the General Articles and without the fault or negligence of the Entity. City Schools shall promptly notify the Entity of its intention to withhold or limit payment of any invoice submitted.
- G. If at any time City Schools determines that a cost for which payment has been made is a disallowed cost, such as overpayment, City Schools shall notify the Entity in writing of the disallowance or claim for unallowable costs. City Schools shall also state the means of correction, which may be, but shall not be limited to, adjustment of any future claim submitted by the Entity by the amount of the disallowance, or to require repayment of the

disallowed amount by the Entity.

- H. The Entity shall fully comply with any bid, payment, performance bond and/or other bonding or surety obligations as set forth in the IFB or RFP.
6. Subcontractors. The Entity will not utilize any subcontractors (including but not limited to sub-processors and third-party service providers) to fulfill the terms of this Agreement.
7. Survival. The Parties' obligations under Section 4 above, as well as any other of the Parties' obligations set forth in this Agreement (including but not limited to those set forth in the General Articles), which directly or indirectly are intended by their nature or by implication to survive the Parties' performance, shall survive the expiration or termination of this Agreement.
8. Recitals. The recitals are incorporated herein by reference.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Each Party may rely on facsimile or Adobe Portable Document Format (PDF) signature pages as if such facsimile or PDF signature pages were originals.

*[The remainder of this page is intentionally left blank.]*

10. Project Monitor. Pursuant to Article 2 of the General Articles, communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between City Schools' and the Entity's respective Project Monitors, who are as follows:

**For City Schools:**

Maurice Gaskins  
Name  
  
Assistant Director-Facilities Design &  
Construction  
Title and Office  
  
200 East North Avenue  
Address  
  
Baltimore, MD 21202  
City State, Zip Code  
  
410-396-8671  
Phone Number  
  
magaskins@bcps.k12.md.us  
E-MAIL  
  
Fax Number

**For the Entity:**

Brooks Gearhart  
Name  
  
Account Executive  
Title and Office  
  
7010 Hi Tech Drive  
Address  
  
Hanover, MD 21076  
City State, Zip Code  
  
[REDACTED]  
Phone Number  
  
[REDACTED]  
E-MAIL  
  
Fax Number  
  
[REDACTED]  
Tax Identification Number

With a copy to:  
Director of Procurement  
200 E. North Avenue, 4<sup>th</sup> Floor  
Baltimore, Maryland 21202

Each Party may change its designated Project Monitor by giving written notice to the other Party.

IN WITNESS WHEREOF, the Parties have signed and sealed this Agreement as of the day first written above.

BALTIMORE CITY BOARD  
OF SCHOOL COMMISSIONERS

DocuSigned by:

3/31/2024 | 7:58:44 PM EDT

Sonja B. Santelises, Ed. D.  
Chief Executive Officer

ENTITY

DocuSigned by:

3/27/2024 | 10:45:38 AM PDT

By: Dawn Mascoli

Title: General Counsel

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY THIS DAY OF  
3/27/2024 | 1:58:29 PM EDT, 20.

APPROVAL OF CITY SCHOOLS DIRECTOR  
OF PROCUREMENT

DocuSigned by:

A1C8512F2D8D45E

Office of Legal Counsel

DocuSigned by:

3/27/2024 | 2:10:05 PM EDT

Director of Procurement

**ATTACHMENT I**  
**BALTIMORE CITY PUBLIC SCHOOLS GENERAL ARTICLES**

**ARTICLE 1. DEFINITIONS**

For the purposes of these General Articles and any Agreement incorporating these General Articles, the following definitions apply: "City Schools" refers to the Baltimore City Board of School Commissioners, which operates a system of public schools commonly known as the Baltimore City Public School System or Baltimore City Public Schools; "Entity" refers to the entity awarded a Contract or otherwise duly authorized by City Schools to provide Services in accordance with applicable Laws; City Schools and the Entity are collectively referred to as the "Parties" and each individually as a "Party"; "Agreement" refers to the legally enforceable contract or agreement between the Parties, which incorporates these General Articles; "Services" or "Work" refers to the work, deliverables, products, goods, materials, equipment, and/or services required to be provided or performed by the Entity under the terms of this Agreement; and "Law" or "Laws" refers to any applicable federal, state, and local laws, regulations and rules, as well as Baltimore City Board of School Commissioners policies and administrative regulations, which are available at this link: [www.baltimorecityschools.org/board-policies](http://www.baltimorecityschools.org/board-policies) .

**ARTICLE 2. CITY SCHOOLS PROJECT MONITOR**

The City Schools Project Monitor, who is identified in the Agreement, is responsible for the technical and programmatic aspects of the Agreement and is the technical and programmatic liaison with the Entity. The City Schools Project Monitor is responsible for the review and approval of any and all Services, and such other responsibilities as may be specified in the Agreement; provided, however, that if the Agreement involves any data-sharing, a point of contact in the Office of Achievement and Accountability and/or the Information Technology Department will be appointed to facilitate such activities. The City Schools Project Monitor is not authorized to make any commitments, otherwise obligate City Schools, or make any changes that affect the Agreement price, terms, or conditions. No changes that affect the Agreement price, terms, or conditions shall be made without the written authorization of the Director of Procurement (and, if applicable, the Chief Executive Officer of City Schools). The City Schools Project Monitor may be changed at any time, provided that notification of the change, including the name and address of the successor City Schools Project Monitor, is provided to the Entity in writing.

**ARTICLE 3. INDEPENDENT CONTRACTOR**

The Parties agree that the Entity is an independent contractor under the Agreement and will in no way be considered to be an agent or employee of, or joint venture with, City Schools. Neither the Entity nor its employees, agents, affiliates, or subcontractors will be entitled to any benefits, coverage, or other privileges made available to City Schools employees.

**ARTICLE 4. KEY PERSONNEL**

Any of the Entity's key personnel, identified as such in the Agreement, are considered to be essential to the Services performed under the Agreement. Prior to diverting any key personnel to other programs, the Entity shall notify the City Schools Project Monitor reasonably well in advance and submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Agreement. No diversion shall be made by the Entity without the written consent of the City Schools Project Monitor. Failure to obtain the approval of the City Schools Project Monitor as required or to propose replacement personnel acceptable to City Schools may constitute termination for cause pursuant to Article 10 ("Termination"). City Schools reserves the right to require that the Entity replace any key personnel or any other individual fulfilling the Entity's obligations under the Agreement at any point if City Schools determines that this action is in its best interests.

**ARTICLE 5. ENTITY'S RESPONSIBILITIES**

- A. The Entity shall furnish all personnel, materials, products, supplies, equipment, tools, services, and facilities necessary to provide the Services and perform the obligations set forth in the Agreement. All Services required by the Agreement shall be submitted to the City Schools Project Monitor according to the kinds and dates indicated in

the Agreement. City Schools has relied upon the professional ability and training of the Entity as a material inducement to enter into the Agreement. The Entity hereby agrees that all of its Services shall be performed in a professional and workmanlike manner, through qualified and appropriately trained personnel, and consistent with the highest industry standards in compliance with Law—it being understood that acceptance of the Services by City Schools shall not operate as a waiver or release of the Entity's obligations.

- B. The Entity certifies that all information that the Entity has provided or will provide to City Schools is true and correct and can be relied upon by City Schools in awarding, modifying, making payments, or taking any other action with respect to the Agreement, including resolving disputes. Any false or misleading information is a ground for City Schools to terminate the Agreement for cause pursuant to Article 10 (“Termination”) and/or pursue any other appropriate remedy. The Entity certifies that the Entity’s accounting system conforms to generally accepted accounting principles, is sufficient to comply with the Agreement’s obligations, and produces reliable financial information.
- C. The Entity acknowledges and agrees that time is of the essence with respect to its obligations under the Agreement, and that prompt and timely performance of all such obligations, including conformance with all timetables and other requirements of the Agreement, is strictly required.
- D. The Entity shall obtain all authorizations, licenses, and/or permits necessary for performance of the Services required under the Agreement. In the event the Services to be performed by the Entity must by Law be provided by individuals who are licensed and/or certified to provide certain Professional Services, the Entity shall only assign individuals to perform Services under the Agreement who are licensed and/or certified in accordance with applicable Law, and all such individuals shall maintain their license and/or certification in good standing (not under review or subject to suspension) during the entire term of the Agreement. “Professional Services” for the purpose of the Agreement shall mean any service provided by a licensed, certified, or otherwise documented professional. Upon request by City Schools, the Entity shall promptly submit documentation to the City Schools Project Monitor that the individuals assigned to provide Professional Services under the Agreement are properly licensed and/or certified.
- E. Whenever the Entity has knowledge of an actual or potential situation (including but not limited to labor disputes or a force majeure event or circumstance as described in Article 7 (“Force Majeure”)) delaying or threatening to delay the timely performance of the Services under the Agreement, the Entity shall immediately give written notice, including all relevant information, to the City Schools Project Monitor.
- F. The Entity shall comply with all Laws, as well as all applicable City School safety requirements. This obligation includes, but is not limited to, Baltimore City Board of School Commissioners Policies JBA, *Nondiscrimination – Students*; JBB, *Sex-Based Discrimination – Students*; ACA, *Nondiscrimination – Employees*; ACB, *Sexual Harassment – Employees*; ACD, *ADA Reasonable Accommodations*; and ADA, *Equity*, and the accompanying administrative regulations, which prohibit discrimination because of race, ethnicity, color, ancestry, national origin, religion, sex, sexual orientation, gender, gender identity, gender expression, marital status, pregnancy / parenting status, disability, veteran status, genetic information, or age, as well as any other legally or constitutionally protected attributes or affiliations. Consistent with these Laws, the Entity will not discriminate against any of its employees or applicants for employment because of the actual or perceived personal characteristics listed above. The Entity will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to these actual or perceived personal characteristics. In addition, the Entity agrees to provide such accommodations as are required under Law, including but not limited to the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973.
- G. The Entity shall provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its implementing regulations, and the Baltimore City Board of School Commissioners Policy ADC and Administrative Regulation ADC-RA, *Smoke and Vape-Free School Environment*.
- H. City Schools is tax exempt as a governmental entity. The Entity shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of its Services. City Schools assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Entity, to its employees, agents, affiliates, or subcontractors by reason of the Agreement.

## **ARTICLE 6. SUBCONTRACTORS**

Services performed under the Agreement shall not be subcontracted without advance written approval of the Director of Procurement; nor shall any substitution of subcontractors be made without such advanced approval in writing. Sub-processors and third-party vendors shall be considered subcontractors for the purposes of this Agreement. The Entity shall include provisions in its subcontracts requiring its subcontractors to comply with the Agreement, to indemnify, defend, and hold harmless City Schools, and to provide insurance coverage for the benefit of City Schools, in a manner consistent with the Agreement. The Entity also shall cause its employees, agents, affiliates, and subcontractors to comply with the Agreement and adopt such review, audit, and inspection procedures as are necessary to assure such compliance.

## **ARTICLE 7. FORCE MAJEURE**

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented or delayed from performing such obligations by any act or circumstance beyond the Party's control, including, but not limited to, war, hostile foreign action, nuclear explosion, fire, flooding, earthquake, hurricane, tornado, epidemic, pandemic, or other catastrophic event or circumstance. Should there be such an occurrence that impacts the ability of either Party to perform its responsibilities under the Agreement, the nonperforming Party shall give immediate written notice to the other Party to explain the cause and probable duration of any such nonperformance. If the Director of Procurement determines that a failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of City Schools to invoke Article 10 ("Termination"). Within seven (7) calendar days after the cessation of the force majeure event, the Party whose performance was delayed shall provide the other Party written notice of the time at which the force majeure event or circumstance ceased and a complete explanation of all pertinent information pertaining to the force majeure event or circumstance. Under no circumstances shall delays caused by a force majeure event extend beyond 120 days from the completion date of a task, unless by prior written notice of permission of the other Party.

## **ARTICLE 8. CHANGES**

The Director of Procurement may, at any time, make non-material changes that are within the original general scope of the Agreement and the solicitation in any one or more of the following: (i) specifications or Scope of Services, and (ii) place of performance or delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of the Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made: (i) in the Agreement price or time of performance or both; and/or (ii) in such other provisions of the Agreement as may be so affected; and the Agreement shall be modified in writing accordingly. Any claim by the Entity for adjustment under this Article must be asserted within thirty (30) days from the date of receipt by the Entity of the notification of change; however, if the Director of Procurement decides that the facts justify such action, the Director of Procurement may receive and act upon any such claim asserted at any time prior to final payment under the Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Article 12 ("Disputes").

## **ARTICLE 9. AUDIT AND DOCUMENT RETENTION**

- A. During the term of the Agreement and for four (4) years thereafter or such longer period as required by Law, including but not limited to Baltimore City Board of School Commissioners Policy EHB, *Data/Records Retention Program*, and the accompanying administrative regulations, the Entity shall: (i) maintain complete and accurate books, records, and accounts regarding its business operations relevant to the calculation of amounts payable under the Agreement, if applicable, and any other information relevant to the Entity's compliance with the terms and conditions of the Agreement; and (ii) upon City Schools' request, make such books, records, and accounts, as well as any of its employees, agents, affiliates, or subcontractors who might reasonably have information related to such records, available during normal business hours for inspection and audit by City Schools or its authorized representative, provided that City Schools shall: (a) provide the Entity with reasonable prior notice of any audit or inspection; (b) undertake such audit or inspection no more than once per calendar year, except for good cause shown; and (c) conduct or cause to be conducted such audit or inspection in a manner designed to minimize disruption of the Entity's normal business operations.

B. When federal funds are used to pay the Entity, certain public and private nonprofit entities are required to comply with the requirements of 2 C.F.R. Part 200. A nonprofit Entity is responsible for having an audit performed in accordance with and when required by 2 C.F.R. Part 200 and for sending a copy of the report issued as a result of the audit to City Schools within thirty (30) days of the audit report's issuance. Furthermore, City Schools must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office standards as well as to evaluate the scope of the audit engagement to assure it complies with Office of Management and Budget requirements.

## **ARTICLE 10. TERMINATION**

### **A. Termination for Convenience (DELETED)**

#### **B. Termination for Cause by City Schools**

1. If, through any cause (other than as set forth in Article 7 ("Force Majeure")), the Entity fails to fulfill in a timely manner its obligations under the Agreement, or if the Entity violates any of the covenants, agreements, or stipulations of the Agreement (hereinafter a "Default"), City Schools shall have the right to terminate the Agreement, in addition to City Schools' remedies in the Agreement and all other rights available at law or in equity. Such termination shall be effected by City Schools delivering a written notice of termination to the Entity, which notice may, in the sole discretion of City Schools, provide for a period of up to thirty (30) days for the Entity to cure the Default. If City Schools provides for an opportunity to cure the Default and the Default is not remediated within the specified period, as determined by City Schools, City Schools shall issue a final notice of termination specifying the effective date of such termination. To the extent permitted under applicable Laws, a bankruptcy or bankruptcy event shall be deemed grounds for a termination for cause.
2. A termination for cause is a termination for convenience if the termination for cause is later found to be without justification.
3. The Entity shall be entitled to receive just and equitable compensation for any Work completed prior to termination, as determined by City Schools in good faith, but no amount shall be allowed for anticipated profit on unperformed Work. All finished and unfinished deliverables, documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Entity under the Agreement shall become the property of City Schools.
4. Notwithstanding the foregoing provisions, the Entity shall not be relieved of liability to City Schools for damages sustained by City Schools by virtue of any breach of Agreement by the Entity for the purposes of set off, until the exact amount of said damages is ascertained.

#### **C. Termination for Cause by the Entity**

1. If, through any cause (other than as set forth in Article 7 ("Force Majeure")), City Schools is in breach of the Agreement and has not cured such breach within thirty (30) days of written notice from the Entity specifying the same, the Entity shall have the right to immediately terminate the Agreement. Such termination shall be effected by delivering a notice of termination to the Director of Procurement specifying the effective date of such termination.

## **ARTICLE 11. NON-APPROPRIATION**

If the term of the Agreement, or any Agreement extension, extends beyond the end of the City Schools fiscal year (July 1 to June 30) in which the Agreement was awarded or extended, and the approved City Schools budget for the subsequent fiscal year does not appropriate sufficient funds that may be utilized for the Agreement, the Agreement shall no longer be in force and effect upon the expiration of the current fiscal year funding. In this event, upon expiration of the current fiscal year funding, City Schools shall have no liability to pay any funds whatsoever to the Entity or to furnish any other consideration under the Agreement, and the Entity shall not be obligated to perform any further Services under the

Agreement. If the approved City Schools budget for the subsequent fiscal year reduces funding available for the Agreement, City Schools shall have the option, in its sole discretion, to cancel the Agreement with no liability occurring to City Schools, or offer an amendment to the Agreement to the Entity reflecting the reduced amount, which the Entity may accept in lieu of termination.

## **ARTICLE 12. DISPUTES**

The Parties shall collaborate in good faith to resolve any disputes arising under the Agreement. In the event that the Parties are not able to resolve a dispute concerning a question of fact arising under the Agreement, the dispute shall be submitted in writing to the Director of Procurement for a determination. The Entity may appeal the decision of the Director of Procurement in writing to the Chief Executive Officer, whose decision shall be final. This Article does not preclude consideration of questions of Law arising under the Agreement, provided that nothing in the Agreement shall be construed as making final the decision of City Schools or any of its officials or representatives on a question of law. **UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES, THE PARTIES SPECIFICALLY AGREE THAT NO DISPUTE OR CAUSE OF ACTION ARISING OUT OF THE AGREEMENT SHALL BE SUBMITTED TO ARBITRATION OR MEDIATION, AND THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY COURT OF COMPETENT JURISDICTION OR ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ONE AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, OR ANY RELATIONSHIP OF CITY SCHOOLS AND THE ENTITY HEREUNDER.**

## **ARTICLE 13. INTEGRITY, ETHICS, AND CONFLICTS OF INTEREST**

- A. Except as authorized under Baltimore City Board of School Commissioners Policy BCA, *Code of Ethics* ("Board Policy BCA"), the Entity is prohibited from using the services of City Schools employees or officials (including members of the Baltimore City Board of School Commissioners) in performing the Agreement. Former employees or officials may be used, provided that a 12-month period has elapsed since their last employment at City Schools. A former City Schools employee or official, may not assist or represent the Entity for compensation in any case, controversy, dispute, contract, or other specific matter involving City Schools, if that case, controversy, dispute, contract, or other specific matter is one in which the former employee or official significantly participated as an employee or official.
- B. No official or employee of Maryland, Baltimore City, or City Schools shall benefit from or receive any money as a result of the Agreement.
- C. The Entity hereby declares and affirms that, to its best knowledge, none of its officers, directors, partners, employees, agents, affiliates, or subcontractors directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any Law.
- D. The Entity agrees to review and at all times abide by Board Policy BCA. In addition, the Entity shall have an affirmative obligation to disclose in writing to the Director of Procurement any actual or potential conflicts of interest as identified in Board Policy BCA, and neither the Entity nor any of its officers, directors, partners, employees, agents, affiliates, or subcontractors shall take any action that they know or should have reason to know would result in any City Schools official or employee violating Board Policy BCA.
- E. The Entity warrants that it has not employed or retained a third-party selling agency or any person, other than an employee of the Entity, to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

## **ARTICLE 14. PUBLICATION AND PUBLICITY**

City Schools may, in its sole discretion, make the Agreement publicly available on the City Schools website or otherwise, subject to the redaction of confidential and proprietary information, as set forth in the Maryland Public Information Act, Md. Code Ann., General Provisions, Title 4. The Entity shall not, without consultation and consent by City Schools, (i) originate any report, annual report, publication, presentation, publicity, newsletter, news release, or other announcement

or statement, written or oral, relating to the Agreement or any results achieved pursuant to the Agreement (hereinafter “Publication”), unless such Publication is required by applicable Law; or (ii) use any names, trademarks, or logos of City Schools, except as necessary to perform of its obligations under the Agreement. Acceptance of Services under this Agreement does not imply that the City Schools has either adopted or endorsed the Services. To the extent that City Schools agrees to any such Publication regarding the Agreement, the Entity shall abide by the following terms:

- A. The primary purpose shall be to disseminate information about the Services rather than to promote the Entity’s accomplishments or knowledge.
- B. Such Publication shall prominently display or acknowledge City Schools’ support and include the following disclaimers: (i) the contents of this publication do not necessarily reflect the views or policies of City Schools; and (ii) the mention of trade names, commercial products, or organizations does not imply endorsement by City Schools.
- C. The Entity shall abide by the provisions of Article 15 (“Data Collection and Confidential Information”) and any other data-sharing agreement between the Parties.

## ARTICLE 15. DATA COLLECTION AND CONFIDENTIAL INFORMATION

- A. The Entity shall comply with all applicable Laws regarding data collection, privacy, and security, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99); the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.); the Protection of Pupil Rights Amendment, (PPRA), 20 U.S.C. § 1232(h), and its implementing regulations (34 C.F.R. § 98.1 et seq.); the Children’s Internet Protection Act (CIPA), 20 U.S.C. § 9134, and 47 U.S.C. § 254, and its implementing regulations; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191, and its implementing regulations (45 CFR part 160 and 164); the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, et seq., and its implementing regulations (34 C.F.R. §§ 300.610 - 300.626, 303.400 – 303.417); the Maryland Student Privacy Act of 2015, Md. Code Ann., Educ. § 4-131; Code of Maryland Regulations (COMAR) 13A.08; the Maryland Public Information Act, Md. Code Ann., General Provisions, Title 4; and Payment Card Industry Data Security Standards (PCI-DSS); as well as applicable Baltimore City Board of School Commissioners policies and regulations, including but not limited to the Baltimore City Board of School Commissioners Policy JRA and Administrative Regulation JRA-RA, *Maintenance and Release of Student Records*, and Policy LCA, *Conducting Research and Surveys, and Data Sharing*, and Administrative Regulation LCA-RA, *Procedures for Conducting Research and Surveys in City Schools and Obtaining Data*.
- B. Questionnaires, survey instruments, or any other form of data collection from City Schools students, staff, parents/guardians, or others pursuant to the Agreement or otherwise must be approved by the City Schools Project Monitor and the City Schools Office of Achievement and Accountability, 200 East North Avenue, Room 203, Baltimore, MD 21202 (telephone: 410-396-8962), pursuant to Administrative Regulation LCA-RA, *Procedures for Conducting Research and Surveys in City Schools and Obtaining Data*.
- C. Access to Confidential Information

1. To assist the Entity in its Services under the Agreement, City Schools may disclose to the Entity, either in writing or orally, records or information that City Schools deems to be proprietary and/or confidential (hereinafter, “Confidential Information”). For purposes of the Agreement, Confidential Information is any information or data labeled or identified as confidential in the Agreement or at the time of disclosure, as well as any information that should be reasonably considered confidential by the Parties. This definition and the obligations of this Article shall not extend to any information that: (i) the Entity possesses prior to acquiring it from City Schools; (ii) becomes available to the public or trade through no violation by the Entity; or (iii) is developed by the Entity independently of and without reliance on confidential or proprietary information provided by City Schools.
2. Confidential Information also includes any and all “Personally Identifiable Information” regarding City Schools students, parents/guardians, employees, or others in any medium, including but not limited to any medical and psychological records, financial records including credit card information, and information that City Schools students, parents/guardians, employees, or others (“City Schools Users”) input to access or use the Entity’s

Services (e.g., log-in information or responses to assessment questions), and “user-generated content” (e.g., materials or content created by a City Schools User in the Services including but not limited to essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information), as well as “Metadata.” Metadata includes but is not limited to: information about how long a City Schools User took to perform a task; information about how long a City Schools User’s mouse hovered over an item; keystroke data; location data; or other data about the City Schools User’s use of the Entity’s Services that has not been stripped of all direct and indirect identifiers. With respect to City Schools students, Personally Identifiable Information, as defined under applicable Law, includes:

- a. A student’s name;
- b. The name of the student’s parent/guardian or other family members;
- c. The address of the student or student’s family;
- d. A personal identifier, such as the student’s social security number, student number, or biometric record;
- e. Other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name;
- f. Other information (including but not limited to Metadata) that, alone or in combination, is linked or linkable to a specific student or family that would allow a reasonable person in the City Schools community, who does not have personal knowledge of the relevant circumstances, to identify the student or family with reasonable certainty; or
- g. Information requested by a person, who is not an authorized representative of the educational agency and who City Schools and/or the Entity reasonably believes knows the identity of the student to whom the education record relates.

3. Confidential Information shall be maintained in the strictest confidence during the term of the Agreement and thereafter, except to the extent that it is required to be either disclosed or protected from disclosure by Law or judicial or administrative process. The Entity shall use the Confidential Information solely for the purposes of the Agreement. The Entity shall protect the Confidential Information from any Data Security Breach (as defined in paragraph G, below), loss, theft, or disclosure as a fiduciary and using a commercially reasonable care commensurate with the sensitivity of the Confidential Information that in no circumstances is less than the degree of care that the Entity uses to protect its own confidential information. The Entity agrees to assist City Schools in maintaining the privacy of Confidential Information as may be required by all Laws applicable to the Agreement including but not limited to the legal requirements listed above.
4. The Entity shall not permit unauthorized access to the Confidential Information at any time or provide Confidential Information to any person, party, or organization ineligible or prohibited from receiving such information pursuant to any Law applicable to the Agreement.
5. In the event that the Entity is required by Law or judicial or administrative process to disclose any Confidential Information, the Entity will promptly notify City Schools in writing, if permitted by Law, prior to making any such disclosure in order to facilitate City Schools’ seeking of a protective order or other appropriate remedy. Should the proprietary or confidential status of any such information be disputed, the Parties agree to work in good faith to reach a mutually satisfactory disposition.
6. To the extent that Confidential Information includes Personally Identifiable Information regarding City Schools Users, City Schools may require additional data sharing protocols, as agreed in writing by the Parties. The Entity also agrees to comply with the re-disclosure limitations set forth in Law, including in 34 C.F.R. § 99.33, and shall not authorize access to Confidential Information to any of its employees, agents, affiliates, or subcontractors, or to any auditor, unless such employee, agent, affiliate, subcontractor, or auditor: (i) requires such access in order to allow the Entity to provide the Services set forth in the Agreement or to fulfill the Entity’s obligations under the Agreement; and (ii) has signed a non-disclosure agreement no less restrictive than the terms

of the Agreement that will: (a) prohibit such individual or entity from using any Confidential Information for any purpose other than providing service to, or on behalf of the Entity; (b) prohibit the individual or entity from disclosing any Confidential Information provided by the Entity to third parties; (c) require the individual or entity to implement and maintain strict security procedures and practices that, at a minimum, comply with industry standards for data security; and (d) require the individual or entity to promptly notify the Entity if the individual or entity becomes aware of any Data Security Breach, loss, disclosure, or alteration of Confidential Information. Such non-disclosure agreements shall be made available for inspection, upon demand, to City Schools. The Entity agrees to remind (in writing) individuals or entities who cease working with the Entity of their non-disclosure obligations at the time of departure, and to terminate their network access.

7. Notwithstanding any other provision of the Agreement, City Schools and/or City Schools Users, as appropriate, retain all right, title, and interest in and to the Confidential Information provided by City Schools and/or City Schools Users. Neither the Entity, nor any successor or entity to which the Entity's assets are sold, acquires rights in the Confidential Information, other than the rights City Schools grants to the Entity to perform the Services contemplated in the Agreement. If the Entity becomes subject to dissolution or insolvency, City Schools' and City Schools Users' Confidential Information will not be considered an asset or property of the Entity. City Schools reserves the right to demand the prompt return of any Confidential Information at any time and for any reason whatsoever. The disclosure of Confidential Information to the Entity shall not be construed as a grant of any right or license with respect to the information other than for the purposes set forth in the Agreement.

#### D. Use of Confidential Information

1. The Entity shall collect, use, and store only such Confidential Information that is necessary in connection with the Entity's obligations under the Agreement.
2. The Entity may collect and use aggregated and/or de-identified data based on the Personally Identifiable Information or other Confidential Information to provide the Services set forth in the Agreement, for the Entity's lawful quality assurance, and for no other purpose; provided, however, that the Entity agrees that such aggregated and/or de-identified data remains Confidential Information. Data are considered to be de-identified when all direct and indirect personal identifiers have been permanently removed, and there is no reasonable basis to believe that the remaining information can be used to successfully link the de-identified information to an identifiable specific individual or to City Schools, and provided that City Schools has made a reasonable determination that a City Schools User's identity is not personally identifiable, taking into account reasonably available information. Furthermore, the Entity agrees not to: (i) attempt to re-identify de-identified Confidential Information; and/or (ii) transfer de-identified Confidential Information to any party unless that party agrees not to attempt to re-identify the de-identified Confidential Information and unless City Schools has provided written express consent of the transfer.
3. Neither the Entity nor any of its employees, agents, affiliates, or subcontractors shall: (i) engage in targeted advertising to City Schools Users; (ii) engage in targeted advertising when the targeting of the advertising is based on Confidential Information; (iii) use Confidential Information to amass a profile about a City Schools User, except in connection with the Entity's performance of its obligations under the Agreement; (iv) sell Confidential Information; or (v) share with any individual or entity outside City Schools, without prior review and approval from City Schools, any report, data, or research findings that are based on Confidential Information or the use by City Schools or City Schools Users of the Entity's Services and that could be linked to an identifiable City Schools User, stakeholder, school, or the district.
4. To the extent that the Agreement requires the Entity to provide online or mobile services or digital content to City Schools that involves the collection, maintaining, or use of Personally Identifiable Information regarding City Schools students, the Entity warrants that it has signed-on to the *K-12 School Service Provider Pledge to Safeguard Student Privacy* (the "Student Privacy Pledge," available at [www.studentprivacypledge.org](http://www.studentprivacypledge.org)) and agrees to manage such Confidential Information in a manner consistent with the Student Privacy Pledge; provided, however, that if any statement of the Student Privacy Pledge is inconsistent with the requirements set forth herein, these General Articles shall govern. To the extent that the Entity conducts business in states other

than Maryland that by Law require further protection of student information beyond that described herein, or the Entity agrees to such further protection in an agreement with another K-12 education agency in the United States, the Entity agrees that City Schools will receive the benefit of such protections.

5. The Entity acknowledges that there are no user agreements (whether electronic, click-through, verbal or in writing) in existence or contemplated between the Entity and any City Schools Users in connection with their access and use of the Entity's Services, and this Agreement shall supersede any user agreements that may be adopted during the term of the Agreement.

#### E. Security of Confidential Information

1. The Entity shall implement and maintain a comprehensive data-security program in accordance with commercial best practices for the protection of Confidential Information, whether the Confidential Information is stored electronically and/or in hard copy. Such data-security program shall adhere to the cybersecurity principles set forth by the National Institute of Standards and Technology (NIST), as well as City Schools' Third-Party Vendor and Business Associate Security Guidelines, which is available on the City Schools website, at this link ([Third-Party Vendor and Business Associate Security Guidelines](#)), and shall include, but are not limited to, the following:
  - a. Security policies for the Entity's employees, agents, affiliates, and subcontractors related to the storage, access, retention, transportation, and disposition of data containing Confidential Information;
  - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - c. Secure access controls to Confidential Information, including but not limited to passwords;
  - d. Procedures for data recovery, incident response and processes, and business continuity processes and procedures;
  - e. Protocols for regular backups that include retention of backup copies for such period of time as may be required by City Schools, or by Law;
  - f. Audit logs of its system on a secured server with restricted access to prevent tampering or altering of audit data; and
  - g. A process for reviewing policies, procedures, and security measures, as well as training on security policies for employees who have access to Confidential Information, at least annually.
2. The Entity certifies that it has implemented policies, procedures, and security measures to protect against reasonably foreseeable unauthorized access to, or disclosure of, Confidential Information, and to prevent other reasonably foreseeable events that may result in substantial harm to City Schools. In addition, the Entity shall not maintain or store Confidential Information outside of the United States. To the extent that the Entity uses cloud computing services, all Confidential Information provided by City Schools or City Schools Users shall be securely stored with a commercially reasonable third-party vendor using physical servers located solely within the United States and subject to network security measures consistent with industry standards. The Entity will confirm to City Schools that the third-party vendor agrees to the non-disclosure agreement terms described in this Article.
3. Access to the Entity's server(s) hosting Confidential Information shall be limited to the Entity's operations employees, agents, affiliates, or subcontractors who: (i) have access to Entity's access keys and are specifically trained to manage and secure data; and/or (ii) are involved in providing the Entity's Services.
4. Any computer, server, or database on which Confidential Information, or any analysis conducted pursuant to the Agreement, is maintained shall have anti-virus, configuration control, monitoring/alerting, automated backups, and regular vulnerability testing. Such computer, server, or databases shall be password protected and securely

stored at all times with proper authentication and authorization procedures and with access limited to the Entity's operations personnel and personnel directly involved in implementing the Agreement. The Entity shall not permit Confidential Information to be maintained or stored on any mobile computing devices (e.g., laptops or tablets) or any portable memory device (e.g., thumb drives or portable hard drives), without the express prior written consent of City Schools, unless such device is being used in connection with the Entity's backup and recovery procedures. In the event that such devices are used in connection with the Entity's backup and recovery procedures or City Schools otherwise consents to their use, the Entity will ensure that they are encrypted and centrally managed with respect to configuration updates and anti-virus, password protected, and scanned at the termination of the Agreement to ensure that no Confidential information remains stored on such devices.

5. The Entity will regularly backup or cause to be backed up all Confidential Information under its control and will securely store and retain backups for such period of time as may be required by Law or by City Schools. The Entity will remove Confidential Information from backups in a manner consistent with technology best practices and industry standards for secure data disposal methods. If the Entity is required to restore any materials from its backups, it will purge all Confidential Information, including Personally Identifiable Information, not currently in use in the production systems from the restored backups.
6. The Entity assures City Schools that its Services are only accessible via "https," and all Confidential Information is encrypted with industry standard encryption when it is stored or transmitted electronically. Encryption of data at rest will be implemented for all stored data.
7. City Schools understands that City Schools Users are responsible for the integrity and security of usernames and passwords required to access the Entity's Services.

F. City Schools reserves the right in its sole discretion to perform audits of the Entity at its sole expense to ensure compliance with this Article. The Entity shall reasonably cooperate in the performance of such audits. The Entity also will conduct regular internal monitoring and vulnerability assessments of the computers, computing environment, servers, and physical data centers that the Entity uses to collect, process, maintain, or store City Schools' Confidential Information that includes Personally Identifiable Information regarding City Schools Users, and to hire a third party to conduct no less than annual security audits, which include penetration testing. The Entity shall review audit findings and will implement recommended security program changes and enhancements, where practical and appropriate. The Entity will provide City Schools, upon request, summary data of the above audits, scans, and tests. The Entity will take reasonable measures, including maintaining audit trails, to protect Confidential Information against deterioration or degradation of data quality and authenticity.

G. Data Security Breach

1. A "Data Security Breach" is any instance of which the Entity has actual knowledge or a reasonable basis on which to suspect or conclude that there has been an unauthorized release or access of Confidential Information, regardless of whether the Entity stores and manages data directly or through a subcontractor such as a third-party cloud computing vendor. A Data Security Breach may take various forms, including but not limited to: hackers gaining access to data through a malicious attack; lost, stolen, or temporarily misplaced data or equipment (e.g., mobile computing devices or portable memory devices); employee negligence (e.g., leaving a password list in a publicly-accessible location, or technical staff misconfiguring a security service or device); or policy and/or system failure.
2. The Entity shall notify the City Schools Project Monitor immediately of any Data Security Breach or data loss, and inform City Schools (to the extent known) what data has been compromised, but in no event later than twenty-four (24) hours after the Entity learns of the Data Security Breach or data loss. If the Entity becomes aware of a Data Security Breach or data loss, it shall cooperate with City Schools regarding recovery, remediation, and the necessity to involve law enforcement, if any. The Entity shall be responsible for performing an analysis to determine the cause of the Data Security Breach or data loss, and for producing a remediation plan in consultation with City Schools. The Parties agree to work together to determine an appropriate plan to notify City Schools Users of the Entity's Services regarding any such Data Security Breach or data loss. In addition, to the extent not prohibited, the Entity agrees to notify City Schools of Data Security Breaches or data losses that

affect its customers generally.

3. In addition to any other remedies available to City Schools, at law or in equity, the Entity will reimburse City Schools in full for all costs incurred by City Schools in investigating and remediating any Data Security Breach or data loss caused in whole or in part by the Entity or its employees, agents, affiliates, or subcontractors. The Entity shall use commercially reasonable efforts to mitigate any negative consequences caused to City Schools, or to a City Schools User, as the result of a Data Security Breach or data loss and to promptly implement procedures to prevent the recurrence of a similar Data Security Breach or data loss.
4. The Entity shall provide notice to City Schools within twenty-four (24) hours of notice or service on the Entity, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Entity's handling of Confidential Information, failure to follow security requirements, and/or failure to safeguard confidential information of any third party.

H. Except as specifically set forth by City Schools in writing, or as required by Law, the Entity shall upon the termination of the Agreement, upon cessation or dissolution of the Entity's business operations, or upon request by City Schools:

1. Erase, destroy, permanently delete, and render unreadable all Confidential Information in its paper files, computers, computing environment, systems, equipment, servers, and physical data centers; and/or, upon City Schools' request to ensure the integrity of City Schools operations, transfer/migrate such Confidential Information to City Schools or its designated third party;
2. Certify in writing that the actions set forth in this subsection have been completed on or before agreed-upon deadlines;
3. Ensure that any transfer/migration uses facilities and methods that are compatible with the relevant systems of City Schools or its designated third party; and
4. To the extent technologically possible, ensure that City Schools will have access to the Confidential Information during any transfer/migration.

I. Nothing in this Article shall supersede in any manner the Entity's obligations or the obligations of its employees, agents, affiliates, or subcontractors pursuant to all Laws applicable to the Agreement. Notwithstanding anything in the Agreement to the contrary, the provisions of this Article shall survive the termination of the Agreement.

## **ARTICLE 16. INTELLECTUAL PROPERTY**

- A. In furtherance of City Schools' public purpose, the Entity grants to City Schools a non-exclusive, royalty-free, non-transferable right and license, exercisable by and through its City Schools Users, to the Entity's Services as set forth in the Agreement. Any Entity requirements that use of its Services be for private, personal, and/or non-commercial purposes shall be of no force or effect. City Schools agrees that it will not use the Entity's Services in any manner that infringes the proprietary rights of the Entity. City Schools further agrees that it will not: (a) sell the Entity's Services or any part of them; (b) copy any part of the Entity's Services, except where specifically indicated otherwise or for back-up purposes; (c) reverse engineer, decompile, or disassemble the Entity's Services or convert them into any other format or medium; (d) use more copies of the Entity's Services or deploy them on more devices or at more sites than authorized by the Entity; or (e) sub-license the Entity's Services, except as permitted by the Entity.
- B. The Entity warrants that (i) with respect to all intellectual property provided under the Agreement, the Entity possesses all right, title, and interest therein necessary for the Entity to grant to City Schools the rights and licenses specified thereunder; and (ii) any Services provided by the Entity to City Schools through the Agreement, as delivered by the Entity for City Schools' normal use, will not infringe any valid patents, copyrights, or other third-party intellectual property rights, provided, however, that this warranty does not extend to any infringement arising out of the use of such Services in combination with other systems, equipment, or platforms not supplied by the Entity.
- C. Notwithstanding the foregoing, collected data, analyses, and any analytical processes, programs, files, reports, and

other deliverables developed as a contractual requirement are the sole property of City Schools. City Schools may waive title to any portion or to all data and analyses, which waiver shall be in writing. City Schools has the sole right to copyright any Services developed for City Schools purposes under the Agreement, which Work shall be deemed work made for hire as defined under U.S. Copyright law, and may license its use by others for a fee or without charge. City Schools understands and acknowledges that the Entity retains all intellectual property rights to its existing off-the-shelf Services.

D. The Entity agrees that it shall not assert any ownership rights, property rights, or copyright to City Schools student work product, as defined in Md. Code Ann., Educ. § 4-130.

## **ARTICLE 17. CITY SCHOOLS PROPERTY**

The use of City Schools facilities, equipment, materials, technology, and other property (“City Schools Property”) must be approved in advance by the City Schools Project Monitor. If the City Schools Project Monitor has agreed to the Entity’s use of City Schools Property, the following provisions shall apply:

- A. The Entity will use reasonable care to avoid damaging City Schools Property. The Entity shall insure all City Schools Property in its possession or control. If the Entity’s use results in any damage or loss to City School Property, aside from that incurred by normal wear and tear, the Entity must replace or repair the City School Property at no expense to City Schools, as directed by the City Schools Project Monitor. If the Entity fails or refused to make such repair or replacement, the Entity shall be liable for the cost, which may be deducted from payments due to the Entity. The Entity shall maintain City Schools Property in operating condition, with the cost being chargeable to the Agreement.
- B. All City Schools Property shall be returned promptly upon completion of the Agreement or otherwise disposed of, as directed in writing by City Schools. All costs of shipment or disposal are at the Entity’s cost.
- C. Unless stated otherwise in writing, City Schools Property may be used only for the performance of the Agreement.
- D. Title to all City Schools Property shall remain in the hands of City Schools at all times. Title to property acquired by the Entity for use under the Agreement shall vest in City Schools upon delivery to the Entity. Title to property leased with a purchase option shall pass to City Schools even if the option date is later than the Agreement period. Any payments required to acquire title are at the Entity’s cost.

## **ARTICLE 18. OBLIGATIONS REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK IN CITY SCHOOLS FACILITIES**

### **A. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to work in City Schools facilities**

1. Any entity that enters into an agreement with City Schools “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an entity that violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five (5) years imprisonment and/or a \$5,000 fine.
2. Maryland Law further requires that a City Schools contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
  - a. A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
  - b. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or

- c. A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
3. Under § 6-113.2 of the Education Article of the Maryland Code, any entity that contracts with City Schools to provide services to a school or the students of a school must follow specified screening requirements for hiring employees who will have direct contact with minors, including obtaining documentation regarding whether the individual has ever been disciplined for child sexual abuse or sexual misconduct.
4. The Entity is required to submit documentation, as required by City Schools, confirming that its employees and those of any subcontractors meet the foregoing obligations, as set forth in this Article. In addition, the Entity must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in its workforce that the Entity and/or its subcontractors use to perform the work required by the Agreement.

## **B. Required criminal background check process for certain individuals in the Entity's workforce**

1. Under § 5-551 of the Family Law Article of the Maryland Code, the Entity shall require that any individuals in its workforce must undergo a criminal background check, including fingerprinting, if the individuals will work in a City Schools facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. In addition, City Schools requires a criminal background check, including fingerprinting, for any individuals in an Entity's workforce who are provided access to City Schools' student information systems or who, in fulfilling their obligations under the Agreement, have direct, unsupervised, and uncontrolled access to children either online or in other non-City Schools facilities. The term "workforce" in this and the preceding section refers to all of the Entity's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the Entity uses to perform Work required by the Agreement.
2. Fingerprinting for the criminal background check shall be performed by City Schools Office of Human Capital, 200 E. North Ave, Room 110, Baltimore, MD 21202 (Telephone Number: 410-396-8885). Individuals fingerprinted by City Schools will be required to provide written consent, and City Schools will maintain copies of all records for criminal background checks performed by City Schools. If the Entity proposes to use another service to perform the criminal background check, the Entity must obtain prior approval from the Office of Human Capital, and the results must be provided to City Schools for record keeping.
3. The Entity must take appropriate steps to promptly follow up on information identified in the criminal background check related to any sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any offenses involving distribution of illegal drugs or other controlled substances, or any other criminal information identified by City Schools as warranting further explanation insofar as it may significantly affect the safety and security of City Schools students. If, after following up, the Entity believes that the individual is qualified and should be assigned to provide Services under this Agreement, then the Entity will provide a written summary to City Schools justifying its recommendation. City Schools will rely on the Entity's summary to determine whether to accept the Entity's recommendation, and the Entity will be responsible for any consequences of a material misrepresentation in its written summary.
4. Once the Agreement is executed, the Entity is responsible for initiating the background check process. An individual in the Entity's workforce may not begin work in a City Schools facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (i) the background check

results for that individual have been received by City Schools; (ii) the Entity certifies in writing to City Schools that the individual has completed training regarding recognizing, reporting, and preventing child abuse and neglect; and (iv) the individual obtains a City Schools identification badge. The badge will be issued by the Office of Human Capital. Appointments are made by calling 410-396-8885. The Entity will be required to return all badges at the conclusion of the Agreement.

5. The criminal background check and badging process will be at the Entity's expense.

## **ARTICLE 19. INDEMNIFICATION AND LIABILITY**

- A. The Entity is responsible for any loss, personal injury, death, cost, claim, damages (including but not limited to incidental and consequential damages), and other expenses (including attorney's fees and litigation expenses) that may be suffered or incurred by reason of, or occasioned wholly or in part by, the Entity's negligence, its performance or failure to perform any of its obligations under the Agreement, or its violation of any applicable Law. For purposes of this Article, the negligence of employees, agents, affiliates, or subcontractors of the Entity is deemed to be the negligence of the Entity. In addition, the Entity must defend, indemnify, and hold City Schools harmless from and against: (i) any claim (including but not limited to an enforcement action by any federal, state, or local agency) arising from or related to any loss, personal injury, death, cost, claim, damages (including but not limited to incidental and consequential damages), and other expenses (including but not limited to attorney's fees and litigation expenses) that may be suffered or incurred by reason of, or occasioned wholly or in part by, the Entity's negligence, its performance or failure to perform any of its obligations under the Agreement, or its violation of any applicable Law; (ii) any claims, costs, and/or losses whatsoever occurring or resulting from: (a) the Entity's failure to pay any compensation, wages, benefits, or taxes; (b) the supplying to the Entity of Services in connection with or in support of the performance of the Agreement; and (iii) any claim that the Services delivered or otherwise provided to City Schools under the Agreement infringe, violate, dilute, or misappropriate any patent, copyright, trademark, or other intellectual property right.
- B. In the event of any intellectual property infringement, violation, dilution, or misappropriation claim, or if the Entity becomes aware of the possibility of such a claim, the Entity shall, in its discretion, within sixty (60) days: (a) furnish City Schools with non-infringing replacement of its Services which are functionally equivalent in all material respects to City Schools' satisfaction; (b) modify the applicable Services so that they become non-infringing but functionally equivalent in all material respects to City Schools' satisfaction; (c) obtain for City Schools the right to use such Services upon commercially reasonable terms, subject to adjusted payment obligations on the part of City Schools if such terms differ from those set forth in the Agreement; or (d) if and only if (a) – (c) are commercially impracticable, terminate the Agreement in whole or in part and refund to City Schools the fees received for such Services that are the subject of such a claim.
- C. In any action or proceeding brought against City Schools by reason of this Article, the Entity must reimburse City Schools the cost of defending such action or proceedings, or upon City Schools' written demand and at the Entity's sole cost and expense, the Entity must defend such action and proceeding by counsel approved by City Schools.
- D. For the purposes of this Article, City Schools includes the Baltimore City Board of School Commissioners, and its officers, officials, agents, employees, and volunteers, as well as the City of Baltimore and any charter school operators, if applicable. Nothing herein or any other provision of the Agreement shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of City Schools pursuant to Law, or otherwise. In addition, nothing herein or any other provision of the Agreement shall be construed to require City Schools to defend, hold harmless, indemnify, or pay any expenses (including but not limited to attorney's fees and litigation expenses) to the Entity. The Entity expressly understands and agrees that any performance bond or insurance protection required by the Agreement, or otherwise provided by the Entity, shall in no way limit its responsibility under the Agreement to defend, indemnify, and hold harmless City Schools.
- E. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, THE ENTITY'S SERVICES PROVIDED HEREUNDER; HOWEVER, THE FOREGOING EXONERATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE. NO

OTHER DISCLAIMER OR LIMITATION OF LIABILITY SHALL BE APPLICABLE TO SERVICES PROVIDED BY THE ENTITY UNDER THE AGREEMENT.

F. Notwithstanding anything in the Agreement to the contrary, this Article shall survive the termination of the Agreement.

## **ARTICLE 20. INSURANCE**

A. The Entity shall be solely responsible for any insurance, including but not limited to general comprehensive liability, worker's compensation, professional liability insurance, and business automobile insurance. The Entity agrees to provide City Schools with certificates of insurance verifying the following minimum coverage:

1. Comprehensive General Liability Insurance: Liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000.00) aggregate. Such insurance shall include contractual liability insurance.
2. Comprehensive Business Automobile Liability Insurance: Liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of the Agreement.
3. Worker's Compensation Insurance: Statutory coverage as required by Law.
4. Professional Liability, Errors, and Omissions Insurance: Liability limit of not less than One Million Dollars (\$1,000,000.00) in the event the Services delivered pursuant to the Agreement, either directly or indirectly, involve or require Professional Services.

B. The minimum limits of coverage listed above shall not be construed as the maximum as required by the Agreement or as a limitation of any potential liability on the part of the Entity; nor shall failure by City Schools to request evidence of this insurance in any way be construed as a waiver of the Entity's obligation to provide the insurance coverage specified. The Entity must keep this insurance in full force and effect during the term of the Agreement, including all extensions. If coverage is written on a claims made basis, the policy shall be endorsed to provide at least a three-year extended claims reporting provision.

C. Insurance is to be placed with insurers licensed/approved to do business in the State of Maryland with a Best's rating of no less than A:VII, or if not rated with Best's, with a minimum surplus the equivalent of Best's surplus size VII, unless otherwise approved by the Director of Procurement. The Entity's insurance coverage shall be primary. The Baltimore City Board of School Commissioners and its officers, officials, agents, employees, and volunteers shall be covered by endorsement, as additional insureds with respect to liability arising out of activities performed or to be performed by or on behalf of the Entity in connection with the Agreement. The Entity's insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit brought. Any insurance and/or self-insured program maintained by the Baltimore City Board of School Commissioners or its officers, officials, agents, and employees shall not contribute to the Entity's insurance or benefit the Entity in any way.

D. The Entity shall provide City Schools with certificates of insurance within ten (10) days of execution of the Agreement (or any shorter period of time set forth in the solicitation) evidencing the coverage required above. The certificates shall confirm that the Baltimore City Board of School Commissioners and its officers, officials, agents, and employees have been made additional insureds under the respective insurance policies. The Entity must provide to City Schools at least thirty (30) days written notice of a cancellation of, or a material change to, an insurance policy. The Entity must provide the certificates of insurance before commencing the work covered by the Agreement.

## **ARTICLE 21. ORDER OF PRECEDENCE**

Unless expressly agreed in writing by the Chief Executive Officer, these General Articles shall take precedence over, supersede, and void any other provision of the Agreement to the extent such other provision is contrary to or inconsistent with the General Articles. For avoidance of doubt, to the extent that any provision of the Agreement provides City Schools with additional or greater rights than those provided in the General Articles, or any other provision of the Agreement imposes requirements on the Entity in addition to those set out in the General Articles, such other provision shall be deemed to be supplemental to, and not contrary to or inconsistent with, the General Articles.

## **ARTICLE 22. SEVERABILITY**

Should any portion of the Agreement be found illegal, the remainder shall remain in full force and effect and shall be binding on both Parties.

## **ARTICLE 23. GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by and construed in accordance with the laws of Maryland, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceedings arising out of or related to the Agreement shall be in an appropriate state or federal court located in Baltimore City, Maryland.

## **ARTICLE 24. ENTIRE AGREEMENT**

The Agreement is binding between the Parties and constitutes the entire understanding between the Parties regarding the subject matter of the Agreement and supersedes all prior or contemporaneous statements, understandings, and contracts, whether oral or written, between the Parties with respect to the subject matter of the Agreement. Any changes and additions hereto shall not become binding upon any Party unless they are incorporated into a written amendment signed by the Parties. No waiver by either Party of any failure to observe or perform any term or condition of the Agreement shall operate as a waiver of such term or condition or of any subsequent or other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either Party be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such Party in writing.

## **ARTICLE 25. SUCCESSORS AND ASSIGNS**

The Agreement and all of its provisions shall apply to and bind the authorized successors and assigns of the Parties. No assignment or transfer of the Agreement or any part hereof, rights hereunder, or interest herein by the Entity shall be valid unless and until it is previously approved in writing by City Schools and made subject to such reasonable terms and conditions as City Schools may impose. Unless performance is expressly waived in writing by the Director of Procurement, an assignment does not release the Entity from responsibility for performance of the Agreement.

## **ARTICLE 26. GUARANTEE**

- A. The Entity expressly and unconditionally guarantees that the Services will be free from any and all defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample, and that this warrant shall survive acceptance and any payment. In addition, Services provided under the Agreement must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by City Schools. In addition, the Entity guarantees that the Services must have been produced in full compliance with applicable Law, including at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, as well as U.S. Department of Transportation and Food and Drug Administration regulations, and Executive Order 11246, as amended. If applicable, the Entity must also be in full compliance with Workplace Hazardous Materials Information System (WHMIS) federal legislation and maintain a written Hazard Communication Plan.
- B. This guarantee shall extend and must be in effect for a minimum period of one year from the date of acceptance of the Services, or for such longer period stated in the solicitation (“Guarantee Period”). The Entity must correct any and all defects in material and/or workmanship that may appear during the Guarantee Period, or any defects that

occur within the Guarantee Period, even if discovered after the Guarantee Period, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to City Schools and to City Schools' satisfaction.

C. Should the Entity's warranty or guarantee, or the warranty or guarantee of a manufacturer or service provider utilized by the Entity, exceed the requirements stated above, that guarantee or 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. The Entity shall act as the manufacturer's or service provider's agent for all warranty claims.

**ARTICLE 27. NOTICE**

Any notice by a Party under the Agreement shall be in writing and either personally delivered, sent via email, a nationally recognized overnight delivery service (e.g., Federal Express), first class postage prepaid mail, or by fax, addressed to the other Party at the address specified in the Agreement, or such other address of which either Party may from time to time notify the other. Notices shall be deemed given when received by the receiving Party. All notices to City Schools shall be sent to the City Schools Project Monitor, using contact information available on the City Schools website, with copy to: Director, Office of Procurement, 200 East North Avenue, 4<sup>th</sup> Floor, Baltimore, MD 21202 (telephone: 410-396-8757).

**ARTICLE 28. INTERPRETATION**

This Agreement shall not be construed or interpreted for or against any Party hereto because the Party drafted or caused that Party's legal representative to draft any of its provisions.

*Revised October 2020*

**ATTACHMENT II**  
**SCOPE OF SERVICES**

The Entity shall provide the following Services:

**This Attachment II is comprised of the following documents:**

- 1. Scope of Services**
- 2. Entity's Price quote**
- 3. The contract on which this Agreement is piggybacking (i.e., the contract by and between the Rector and Visitors of the University of Virginia and Alliance Technology Group, LLC (UVA\_AGR\_IT-00275-Alliance), dated October 8, 2020);**
- 4. The End User Agreement governing the use and access to Evolv's equipment and software.**



ALLIANCE TECHNOLOGY GROUP

7010 Hi Tech Drive  
Hanover, MD 21076  
phone 410-712-0270  
fax 410-712-0271

WBE and WOSB Certified

Quote Date: 12/21/2023  
Quote Number: 427-BCS-10022023  
Alliance Sales Rep: Brooks Gearhart  
Terms: NET30  
Contract: UVA-AGR-IT-00275-Alliance  
Expiration Date: 1/21/2024

Description		Qty.	List Price	Sales Price	Ext. Sales Price
Subscription--Annual Payment for 4 year commitment--Software and Support Included					
Single Lanes					
101-00304-01-WS-S	Evolv Express Single Lane 2 Indoor Wireless Subscription				\$4,279,817.92
Dual Lanes					
101-00207-01-WS-S	Evolv Express Dual Lane Indoor Wireless Subscription				\$904,986.81
Accessories					
101-00257-01	Express Operational Test Kit (OTK)--1 kit per location				\$10,584.00
390-00256	Outdoor Battery Charger, Ganged (6)				\$12,460.00
Installation and Training					
ALI-INS	Complete installation, testing, and training based on contiguous installation plan				\$235,850.00
Shipping: \$15,000.00					

End User: Baltimore City Public Schools

Year 1: \$1,570,095.18  
Year 2: \$1,296,201.18  
Year 3: \$1,296,201.18  
Year 4: \$1,296,201.18  
4 Year Total: \$5,458,698.73

Signature: \_\_\_\_\_

Alliance Post Sales Service is optional and will be added to quotation at your request.

Invoicing to occur upon delivery of equipment and services

Freight & Applicable Taxes Additional. Freight charges are "ESTIMATED" and "ACTUAL" charges will be invoiced. Customer is responsible for 100% of freight charges.

This quote and configuration is confidential to Alliance and is only to be used between Alliance and the customer. In the event this provided quote and configuration is used for other purposes, consulting fees will be charged. Should customer desire to use this information for any purpose other than its original intended purpose, or wish to divulge the contents of this quote to a 3rd party, customer must obtain written permission from Alliance prior to such use. This quote is valid for 30 days past the quote date unless otherwise noted and Quote is subject to change. All Purchase Orders subject to acceptance by Alliance Technology Group, LLC. Prices subject to change prior to acceptance of Purchase Order. Payment Terms pursuant to Contract of Sale. Leasing figures are being provided to you for informational purposes only. Actual lease rates may vary and are subject to credit approval. Alliance's Term's & Condition's apply. Alliance's T&C's can be viewed at [www.alliance-it.com](http://www.alliance-it.com). Payment terms are determined by Alliance Technology Group, LLC.

Maintenance pricing quoted must be purchased with product for price to be valid. Unless pre-paid, all maintenance pricing is subject to change.

Alliance Technology Group LLC, reserves the right to impose a surcharge that is not greater than our cost of acceptance (less than 4%) on eligible credit card transactions

Please send credit application to [credit@alliance-it.com](mailto:credit@alliance-it.com). The credit application can be found at <http://www.alliance-it.com/online-credit-application.shtml>.

Version 2020

## Touchless Security Screening

### Evolv Express®

#### The days of invasive weapons screening are over.

The days of invasive weapons screening are over. Screening procedures that rely on metal detectors, hand wands, and invasive bag checks are slow and manual, resulting in uncomfortable, and unsafe, crowding.

#### Introducing the Evolv Express®

AI differentiates personal items from threats.

Unlike traditional metal detectors, Evolv Express uses advanced sensor technology and artificial intelligence to screen guests while they walk through at a natural pace—without stopping and without handing over their belongings. Express offers a dual lane, free-flow system proven to operate up to ten times faster than traditional metal detectors, alerting operators to the presence of weapons while ignoring harmless personal items like cell phones, keys, and coins.

##### See potential threats for faster issue resolution.

When a potential threat is detected by the system, real-time image aided alarms show guards where the potential threat is located on a person or in his or her bag. This greatly reduces the amount of physical contact required and allows guards to act quickly and efficiently.

##### Prioritize the guest experience.

Families and groups can enter your venue together without long lines and without invasive checks. It's a welcoming experience that maintains dignity and accelerates entry for your guests and employees while keeping venues and facilities safe from threats.

##### Advance a proactive security posture.

With Evolv Insights™, the accompanying web-based and mobile-enabled analytics application, Evolv Express can account for its own performance, supporting post-event analysis and future operational planning. View visitor arrival curves and alarm rates by entrance, time, and date to understand where and when the flow of people—and threat objects—peak. Staff entrances accordingly for a proactive approach to security and operations.



#### Only Evolv Express®



**Fast and Efficient:** Screen 4,000 people per hour, 10X faster than metal detectors.



**Easy to Operate:** See where the threat is located, reducing search time and fatigue.



**Flexible and Portable:** Ideal for indoor and outdoor use, easy to set up and move.



**Integration:** Communicate alerts to other security technologies across a venue.



**Analytics** Support post-event analysis and a proactive security posture with the Web-based and Mobile-enabled app.

Integrate with security technologies across your venue. Easy-to-configure integrations with security technologies like VMS (video management systems) and Mass Notification Systems are built into Evolv Express, allowing critical notifications and alert images to be communicated to the extended security ecosystem throughout your venue. Teams at the SOC (Security Operations Center) can instantly receive verified threats, requests for assistance, and location information from Express, initiating security protocols and procedures when a weapon is identified at the system to better protect your guests and employees.



## Introducing the Evolv Express®

Evolv Express is the world's first and only touchless security screening solution that meets all of the post-pandemic security screening requirements. Express is proven to operate up to ten times faster than traditional metal detectors with its duallane, free-flow entrances and fusion of new sensor technology and artificial intelligence. The system is able to spot weapons while ignoring harmless personal items all while visitors simply walk through at a natural pace. Families and groups of people can now walk in together without long lines. It's a welcoming experience and allows them to make their way to the concessions or seats quicker.

## About Evolv Technology

Founded in 2013, Evolv Technology is the leader in human security solving the security screening problems of today with the most innovative technology and thinking. Evolv makes it possible for venues of all kinds to keep visitors and employees safe from concealed weapons, pandemic health threats and intruders. The company's Evolv Express has earned industry accolades that include the 2021 Artificial Intelligence Product Excellence Award, 2020 Edison Awards™, 2020 Campus Safety BEST Award and two Secure Campus 2020 Awards.



Evolv Technology has screened more than 200 million people, second only to the Department of Homeland Security's Transportation Security Administration (TSA) in the United States, and its technology combines powerful, advanced sensors with proven artificial intelligence (AI), security ecosystem integrations, and comprehensive venue analytics to reliably detect threats 10 times faster than traditional metal detectors.

**Seeing is believing. Watch our latest video or join one of our Experience Evolv Events. Learn more at [evolvtechnology.com](http://evolvtechnology.com)**



**We knew our former security screening process would provide challenges in the pandemic environment," said Jason White, managing director of corporate safety and security at Hershey Entertainment and Resorts. "We'd already been evaluating how we could improve on our guest screening process and had piloted Evolv Express last fall because the system could accommodate thousands of people an hour in a frictionless, nostop flow. As we began formulating the security screening aspect of our pandemic reopening strategy, it was clear that Evolv Express was the best solution that could meet our requirements. Our guests and security staff have been pleasantly surprised at the speed of the touchless screening experience that largely eliminates manual bag checks. The responsive customer support and working relationship we have with the Evolv team is just as phenomenal as their product."**

**evolv**

+1.781.374.8100 | [www.evolvtechnology.com](http://www.evolvtechnology.com)

©Copyright 2022 Evolv Technologies, Inc. All Rights Reserved.

## AGREEMENT

#: UVA-AGR-IT-00275-Alliance

This Agreement is by and between The Rector and Visitors of the University of Virginia (the "University") and Alliance Technology Group, LLC ("Selected Firm"). This Agreement shall be effective on the last signature date of the signing parties.

## TERM

The term of this Agreement will be in effect until December 31, 2025 with two 2-year renewal options. The University reserves the right to terminate this Agreement at any time by providing 30 days written notice to the Selected Firm.

## WITNESS

By its Request for Proposal (RFP) #RFP-UVA-00011-MW082019, Technology Value-Added Resellers, the University requested proposals from firms to provide a broad range of technology products, services and solutions ("Goods and/or Services") to meet the requirements of the University and the Virginia Higher Education Procurement Consortium ("VHEPC") and its members (collectively the "University"). In response to the RFP, Selected Firm submitted a proposal. The University and Selected Firm wish to express in this Agreement the basis on which Selected Firm will provide the Goods and/or Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

### I. Contents

These documents are hereby incorporated into this Agreement either as an attachment or by reference:

- A. Agreement Attachment A, General Contractual Provisions
- B. Agreement Attachment B, Specific Contractual Provisions
- C. Agreement Attachment C, Goods & Services / Pricing – Fees - Discounts
- D. Agreement Attachment D, Statement of Work (SOW) Template
- E. The RFP (by reference); and
- F. Selected Firm's proposal in response to the RFP (by reference).

To the extent that the terms of this Agreement and/or the various Agreement documents are in conflict, the order of precedence shall be (i) this Agreement, (ii) the Agreement Attachments in the order they are listed above, (iii) the RFP, and then (iv) the Selected Firm's proposal in response to the RFP.

II. Specific Provisions

**A. Goods and/or Services and Pricing/Fees/Discounts**

The Goods and/or Services the Selected Firm may be requested to provide under this Agreement, to include the fee/rate structure/pricing methodology, are shown in Attachment C. Goods and/or Services will be provided on an as needed basis. As such, the University makes no guarantee that Goods and/or Services will be requested/purchased during the Term. The University and Selected Firm reserve the right to renegotiate the price of the Goods and/or Services as needed throughout the term of this Agreement. Any changes will be reflected in an updated / revised Attachment C.

**B. Ordering Procedures**

A proposal for Goods and/or Services must be specifically requested of Selected Firm by the University. When such Goods and/or Services are specifically requested, Selected Firm will prepare a quote and/or statement of work ("SOW") as applicable.

SOWs will be in a form substantially similar to the form described in Attachment 4, Sample Statement of Work, and will reference this Agreement. Unless otherwise agreed to by the parties, additional contractual provisions may not be introduced in the proposed SOW. In addition, the SOW may not be marked as proprietary or confidential. SOWs will be used solely to describe the personnel, Services, deliverables, and applicable fees, and will be mutually agreed upon by the University and Selected Firm.

If the University desires to have Selected Firm provide the Goods described in a quote or Services described in a proposed statement of work, the University will issue a Purchase Order. The University Purchase Order shall be deemed to be accepted by Selected Firm within two business days after the Purchase Order is issued unless Selected Firm provides a notice of rejection to University.

**C. Delivery/Shipping**

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed. Normal delivery

of orders must be accomplished at established times as set by the Member. Order Fill rate shall be maintained at 95% or greater as defined in Section D, above. Selected Firm(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation. Title and risk of loss shall pass to the Member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given Member until receipt of the goods at the point of delivery. The products furnished shall be delivered F.O.B. Destination, Full Freight Allowed (Selected Firm pays freight). Selection of a carrier for shipment will be Selected Firm's option unless otherwise specified by the Member. If special delivery or handling charges are applicable they shall be pre-approved by the Member. Selected Firm shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

**D. Defective Products**

All defective products shall be replaced and exchanged by the Selected Firm. The cost of transportation, re-shipping or other like expenses shall be paid by the Selected Firm and in the case of certain, special orders, other reasonable charges may be paid by the Selected Firm as defined in the order or as otherwise agreed to by the Parties. All replacement products must be received by the University within seven (7) days of initial notification, when such products are in Selected Firm stock; if replacement product is not in Selected Firm's stock, Selected Firm will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the University and will ensure product is received within seven (7) days after Selected Firm's receipt of the product.

**E. Payment Terms**

Selected Firm agrees to the following payment term. All payments will be made by check.

- 1.5% 20 / Net 30
- .5% 30 / Net 45
- 1% 25 / Net 45
- 1.5% 20 / Net 30
- 2% 15 / Net 30

The Selected Firm may at any time during the term of this Agreement switch their payment method to either Ghost Card (ePayables) or ACH (Paymode -X). The Selected Firm must contact the University's banking service provider, Bank of America, or its partner Paymode-X, to setup one of these payment options.

**Contact Information:**

- ePayables: 855-637-8396 or email at [virginia@supplier-services.com](mailto:virginia@supplier-services.com)
- Paymode-X: 800-331-0974 or  
[www.paymode.com/universityofvirginia](http://www.paymode.com/universityofvirginia)

**NOTE:** Each VHEPC Member may establish their own invoicing/payment terms and requirements with the Selected Firms as needed.

**F. Membership Addendum**

Each Member of VHEPC may negotiate their own Addendum with Selected Firm to meet specific Member requirements.

**G. Reporting Requirements**

If requested, the Selected Firm will provide purchasing data on all transactions. This data will include the following:

- a. University Name
- b. PO Number
- c. Customer PO Number
- d. Order Date
- e. Invoice Number
- f. Invoice Date
- g. Vendor Part Number
- h. Manufacturer
- i. Manufacturer Part Number
- j. Product Description
- k. Product Category
- l. UNSPSC Code
- m. Quantity
- n. Unit List Price
- o. Unit Net Price
- p. Extended Net Volume
- q. Quote Number\*
- r. Contract Number
- s. Software License Level\*
- t. Maintenance Start Date\*
- u. Maintenance End Date\*
- v. Media\*

\*if applicable

**H. Contract Administration**

1. Primary Administration: Individual University departments and VHEPC members are the point of contact for day-to-day operations

under this Agreement. Individual University departments or VHEPC cannot approve amendments to this Agreement or price changes.

2. Secondary Administration: Selected Firm will channel all Contract Administration questions not pertaining to a specific service or departmental / VHEPC members request through the VHEPC and University's Procurement & Supplier Diversity Service department, and specifically the individuals named below:

a. **VHEPC**

Ryan Balber  
Director, VHEPC  
Carruthers Hall, 1001 N. Emmet Street  
Charlottesville, Virginia 22904-4202  
Phone: 434-297-6099; Mobile 217-649-9700  
Email: [rb7pq@virginia.edu](mailto:rb7pq@virginia.edu)

b. **University of Virginia**

Michael Warlick, Senior Buyer  
Procurement & Selected Firm Diversity Services  
University of Virginia  
Carruthers Hall, 1001 N. Emmet Street  
PO Box 400202  
Charlottesville, Virginia 22904-4202  
Phone: 434-924-8918; Email: [warlick@virginia.edu](mailto:warlick@virginia.edu)

## ACCEPTANCE

**For the Rector and Visitors  
of the University of Virginia**

DocuSigned by:



Jennifer Glassman, Director  
Procurement & Supplier Diversity Services

Date: 10/8/2020

**For Selected Firm**

DocuSigned by:



Name: Hugh Hayes  
Title: EVP  
Firm: Alliance Technology Group, LLC  
Date: 10/8/2020

**ATTACHMENT A**  
**GENERAL CONTRACTUAL PROVISIONS**

**A. Nondiscrimination**

During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

**B. Conflict of Interests**

Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

**C. Independent Contractor**

Selected Firm is not an employee of the University, but is engaged as an independent contractor. Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

**D. Workers' Compensation and Employers' Liability**

Selected Firm will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation requirements for insured or self-insured programs.

**E. Drug-Free Workplace**

Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, Selected Firm agrees to 1) provide a drug-free workplace for Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

**F. Information Technology Access**

All electronic and information technology procured through this agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <https://www.section508.gov/>. Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

**NON-VISUAL ACCESS TO TECHNOLOGY:** All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

**G. Unauthorized Alien Use**

Selected Firm warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

**H. Additional Federal Grant Provisions**

The following provisions apply to a contract made under a federal grant: [Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).

**I. Assignment**

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

**J. Amendments**

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing Selected Firm's proposal or by other individuals named by either party as specified in the Notices provision below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

**K. Notices**

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt, or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non- business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

**If to the University:**

Procurement and Supplier Diversity Services  
University of Virginia  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202  
Phone: 434-924-4019  
Fax: 434-982-2690

**If to Selected Firm:**

The person signing Selected Firm's proposal in response to the University's RFP, at Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

**L. University Registration**

Selected Firm agrees to register and remain registered as a supplier with the University during the term of this Agreement, and to comply with all applicable terms and conditions associated with registration.

**M. eVA Registration / Transaction Fee**

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Selected Firm may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov)

Selected firms must ensure that only eVA registered sites are maintained in the University's supplier registration system. If the firm does not meet this requirement throughout the term of the Agreement, the selected firm may be responsible for all additional eVA expenses incurred by the University as a result of the firm not maintaining proper eVA registration and / or having a non-eVA registered site(s) within the University's supplier registration system.

**N. Waiver**

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

**O. Indemnification**

Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of this Agreement by Selected Firm or its agents or subcontractors, including the provision of any services or products. Selected Firm warrants that the products, services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

**P. Termination**

If Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

In addition, this Agreement may be terminated by the University for convenience by providing 30 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

**Q. Non-Appropriation**

Funding for any Agreement between the University and Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

**R. Right of Audit**

The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require Selected Firm perform self-audits within reasonable parameters established by the University.

**S. Contractual Claims Procedure**

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

1. Selected Firm must provide the written claim to:

Assistant Director of Procurement and Supplier Diversity Services  
University of Virginia  
Carruthers Hall  
1001 North Emmet Street

P.O. Box 400202  
Charlottesville, Virginia 22904-4202

2. Although Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.
3. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and Selected Firm mutually agree.
4. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

5. Selected Firm may appeal the decision to:

Director of Procurement and Supplier Diversity Services  
University of Virginia  
Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202

Provide a written statement explaining the basis of the appeal within 15 days after Selected Firm's receipt of the decision.

6. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and Selected Firm mutually agree.
7. The Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement. Selected Firm may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

T. Cooperative Procurement / Use of Agreement by Third Parties  
It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

**U. The University's Authorized Representatives**

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

**V. Purchasing Manual**

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: <https://vascupp.org/hem.pdf>

**W. Small, Women-owned and Minority-owned (SWaM) Business Reporting**

Selected Firm will identify and fairly consider SWaM firms for subcontracting opportunities when qualified SWaM firms are available to perform a given task in performing for the University under the resulting Agreement. Selected Firm will submit a quarterly SWaM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Selected Firm will submit the quarterly SWaM business reports to:

Lorie Strother  
SWaM Contract Administrator  
Procurement and Supplier Diversity  
Services E-mail: email: ljs8n@virginia.edu

The quarterly SWaM business reports will contain this information:

- o SWaM firm's name, address and phone number with which Selected Firm has contracted over the specified quarterly period.
- o Contact person at the SWaM firm who has knowledge of the specified information.
- o Type of goods and/or services provided over the specified period of time.
- o Total amount paid to the SWaM firm as it relates to the University's account.

Selected Firm's failure to provide SWaM reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing SWaM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

X. Goods and/or Services

During the term of this Agreement, Selected Firm will provide for the University the goods and/or services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

Y. Future Goods and/or Services

The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or services provided by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing.

Z. Favored Customer

Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

AA. Ordering Procedures

The University does not place verbal orders for the Goods and/or Services. The University may only place orders for the Goods and/or Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods and/or Services. Accordingly, at the University's request, Selected Firm will issue a proposal/quotation listing the Goods and/or Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and/or Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and/or Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

BB. Marketing

The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm's Goods and/or Services. However, Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

CC. Compliance

Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities.

DD. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof.

free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. **Data and Intellectual Property Protection**

Sensitive, non-public "University Data" is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If Selected Firm will receive, create, or come into non- incidental contact with University Data, Selected Firm agrees to abide by the terms and conditions of the Data Protection Addendum. Further, if Selected Firm will receive, create, or come into non- incidental contact with patient or University health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the Business Associate Addendum in addition to the Data Protection Addendum.

FF. **Brand Standards**

Selected Firm warrants that any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm's compliance with this Provision. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University by the Selected Firm. For additional guidance, Selected Firm should consult the UVA Brand Guidelines at <http://brand.virginia.edu> or contact University Communications ([brandguidelines@virginia.edu](mailto:brandguidelines@virginia.edu)).

GG. **International Traffic in Arms Regulations (ITAR)**

If Selected Firm is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to [export-controls@virginia.edu](mailto:export-controls@virginia.edu)), and receive prior written authorization from, the University's Office of Export Controls before delivery. The notification provided by the supplier shall include the name of the University of Virginia point of contact, identify each ITAR controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Selected Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

HH. **License Requirements**

Certain statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and/or Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VASCUPP member institution. For example, if Selected Firm will be providing removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement.

II.

Governing Law

This Agreement will be governed and construed in all respects by the laws of the Commonwealth of Virginia.

JJ.

Entire Agreement

This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

KK.

Agreement Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

## **ATTACHMENT B** **SPECIFIC CONTRACTUAL PROVISIONS**

### **A. Insurance**

Listed below is the insurance the Selected Firm must maintain under as part of an Agreement. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

#### *Comprehensive Commercial General Liability:*

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence with coverage for the following coverage:

<input checked="" type="checkbox"/> Premises/Operations	<input checked="" type="checkbox"/> Products/Completed Operations
<input checked="" type="checkbox"/> Contractual	<input type="checkbox"/> Independent Contractors
<input checked="" type="checkbox"/> Personal Injury	<input type="checkbox"/> Medical Payment
<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Underground Explosion & Collapse
<input type="checkbox"/> Additional Insured*	<input type="checkbox"/> Other

#### *Automobile Insurance:*

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence with the following coverages for vehicles operated by their employees.

<input type="checkbox"/> Any Automobile	<input checked="" type="checkbox"/> Owned and Non-Owned Automobiles
<input type="checkbox"/> Garage Liability	<input type="checkbox"/> Transportation of Hazardous Substances
<input type="checkbox"/> Additional Insured*	<input type="checkbox"/> Other

#### *Errors & Omissions:*

The Selected Firm and any Subcontractor will maintain Errors and Omissions liability insurance of at least \$1,000,000 per claim, providing liability coverage for the services to be provided.

#### *\*Additional Insured:*

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

### **B. Payment Terms**

The University's standard payment term is **Net 45** unless the firm prefers one of the following early payment cash discount options. All payments will be made by check:

- .5% 30 / Net 45
- 1% 25 / Net 45
- 1.5% 20 / Net 30
- 2% 15 / Net 30

The University will compute the payment date from the date of delivery of goods at destination, after final inspection and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

In addition, the Selected Firm may at any time during the term of this Agreement switch their payment method to either Ghost Card (ePayables) or ACH (Paymode -X). The Selected Firm must contact the University's banking service provider, Bank of America, or its partner Paymode-X, to setup one of these payment options. Contact Information: ePayables: 855-637-8396 or

DocuSign Envelope ID: 6090976B-CC12-4D90-B9DF-342EB060A620

email at [virginia@supplier-services.com](mailto:virginia@supplier-services.com). Paymode-X: 800-331-0974 or  
[www.paymode.com/universityofvirginia](http://www.paymode.com/universityofvirginia)

**NOTE:** Each VHEPC Member may setup their own payment terms with the Selected Firms.

C. **UVA Marketplace / Electronic Procurement**

If requested by the University, Selected Firm agrees to provide and maintain an electronic catalog in the University's Electronic Marketplace (the "Marketplace"). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to Selected Firm's website. The University requires the following from its catalog suppliers.

Hosted Catalog Firms will:

- o Periodically update items, descriptions and pricing. Not to exceed four times per year.
- o Use Jaggaer functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
- o Address pricing discrepancies within one business day.
- o Invoice all items at catalog prices until a new price file is submitted and approved by the University.
- o Not increase prices more than once per year and will allow 30 days to review any price changes prior to changing invoiced prices.

Punchout Catalog Firms will:

- o Notify the University's Contract Administrator of pricing and product changes prior to making a change.
- o Clearly note shipping terms, return policy and cancellation policy in the punchout catalog.
- o Provide training or help details in the punchout catalog.
- o Allow customization of the punchout catalog with the University's marks, logos and/or necessary language.
- o Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.
- o Provide an error message as connectivity interruptions arise.
- o Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

Selected Firm will:

- o Ensure that the Catalog data is maintained, updated and accurate.
- o Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
- o Negotiate freight terms for Marketplace purchases.
- o Agree that all catalog content and the format in which catalog content is presented will be of a mutually acceptable nature.
- o Agree to develop and maintain a delivery performance standard and provide annual reports on such performance.
- o Disclose to the University all non-University revenue that is generated with the catalog such as, but not limited to: advertising fees, search functionality prioritization fees, rebates of any kind, etc.
- o Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
- o If necessary will maintain and update accurate Ship to addresses in its system.
- o Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
- o Support a manual process for change orders.
- o Encourage University user to utilize the UVa Marketplace for placing orders.

The University reserves the right to remove Selected Firm's catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.

DocuSign Envelope ID: 6090976B-CC12-4D90-B9DF-342EB060A620

**NOTE:** Several VHEPC Members maintain / use an on-line ordering system operated by an e-procurement / e-commerce supplier (e.g., Jaggaer, eVA, Ariba). If requested by the VHEPC Member, Selected Firm will establish catalogs in one / all of these systems.

D. Energy Star Products

To the maximum extent practicable in providing the Goods and/or Services under the Agreement, Supplier shall provide products that earn the Energy Star rating and meet the Energy Star specifications for energy efficiency. Supplier is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

E. Virginia's Freedom of Information Act (FOIA)

This Agreement is governed by and subject to the Commonwealth of Virginia's Freedom of Information Act (FOIA). All pricing information, consistent with the public interest and the underlying policy of the Commonwealth of Virginia, is open to the inspection of any qualified requestor and cannot be designated as confidential, proprietary or trade secret to avoid disclosure. Pricing information is also shared on a need-to-know basis both within the University and its affiliates and consultants for purposes of operational review, transaction management, contract compliance & monitoring, benchmarking and performance improvement. Attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored. In addition, any non-price information considered by a firm to be proprietary or to constitute trade secret(s) is also subject to disclosure under FOIA, except that information provided by Selected Firm that constitutes proprietary information or trade secret(s), other than pricing information, may be exempted from disclosure if Selected Firm invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of the information for which Selected Firm is seeking protection.

DocuSign Envelope ID: 6090976B-CC12-4D90-B9DF-342EB060A620

**ATTACHMENT C**  
**GOODS & SERVICES / PRICING-FEES-DISCOUNTS**

[See Standalone Document]

DocuSign Envelope ID: 6090976B-CC12-4D90-B9DF-342EB060A620

**ATTACHMENT D**  
**Statement of Work Template**

This Statement Of Work ("SOW") is prepared for \_\_\_\_\_ (i.e., *University department/school/etc.*) and is entered into pursuant to the Agreement by and between Select Firm and the Rector and Visitors of the University of Virginia (Agreement#: XXXXXXXXX) of which the terms and conditions are incorporated as part of this SOW.

This SOW defines and specifies the Services to be performed and/or Work Product to be delivered by Selected Firm, as well as compensation to be paid for such Services and Work Product by the University, all in accordance with the terms and conditions of the Agreement.

1. Description of Services to be Provided
2. Assumptions
3. Fees

Note: A prepayment/down payment is not authorized. Payments may, however, be tied to project milestones associated with a statement of work.

**SELECTED FIRM**

By: \_\_\_\_\_

Date: \_\_\_\_\_

SOW #: \_\_\_\_\_ (you may request this number be included on the PO)

ATTACHMENT CALLIANCESep-20

Product Category	MFR	Minimum Hardware Discount % off SELP*	Minimum Professional Services Discount % off SELP*	Value Added Pricing
<b>Server Class Hardware Equipment &amp; Virtual Computing</b>				
Server class computer and equipment as well as related installation and maintenance services. Includes software necessary for the operation of the server system (data center or network of servers), at the option of an institution	Dell			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Hitachi			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	HPE/Simplivity			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Fujitsu			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	IBM			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Nutanix			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Oracle/Sun			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Scate			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	SGI			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Oracle (Virtual Computing)			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off on x86/CAT U and 28% on Cat V
	RedHat (Virtual Computing)			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
<b>Network Hardware</b>				
Network hardware and related installation and maintenance services. Includes software necessary for the operation, security and use of the network system, at the option of an institution.	Aveva			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Broadcom (Brocade)			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off on hardware and 30% off on software
	Checkpoint			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Dell			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Extreme			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	FS			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Fortinet			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	IBM			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Palo Alto			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Q-Logic			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Riverbed			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
<b>Telecom Equipment</b>				
Telecom hardware and related installation and maintenance services. Includes software necessary for the operation at the option of an institution. Does not include SIP services.	Aveva			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Fortinet			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
<b>Data Storage Devices &amp; Systems</b>				
Data Storage Devices include RAID arrays, stand-alone hard-drives, SAN systems, virtual storage hardware systems (not software as a service), other versions of data storage systems, and related installation and maintenance services to include software necessary for the operation of the storage device or system at the option of an institution	Dell			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	DellEMC			Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
				Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off

necessary for the operation, security and use of the system, at the option of an institution	Unitrends		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Veritas		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Zerto		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
Network/System Security & Data Aggregation	AlienVault		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Carbon Black		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Fortinet		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Gigamon		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Sophos		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Splunk		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Tenable		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	ThreatSTOP		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	ZeroFox		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
Software	VMWare		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Symantec		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Inuvik		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Citrix		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
Computer Hardware Peripherals	Axt Communications		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Dell		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	HP		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Panasonic		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
Physical Security Solutions	Avigilon		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Genetec		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Axis		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	POM		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Hanwha		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Milestone		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Pivot3		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Everbridge		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off
	Briefcam		Extra discounts can be provided for specific deals based on configuration. We expect larger deals to achieve at least [REDACTED] off

\*SELP = Contractor's published or otherwise verifiable Standard Educational List Pricing, if applicable

**ADDENDUM  
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Addendum to Agreement UVA-AGR-IT-00275-Alliance ("Primary Agreement") is effective 10/8/2020, and is by and between the Rector and Visitors of the University of Virginia (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and Alliance Technology Group, LLC ("Supplier").

**TERM**

The term of this Addendum coincides with the end date of the Primary Agreement.

**WITNESS**

WHEREAS, the University and Supplier have executed the Primary Agreement, and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Supplier wish to express in this Addendum the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Supplier will:
  - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership (<http://vhepc.org/>) associated with the Primary Agreement (as the "PAC Fee"). Payment of the PAC Fee will be in exchange for marketing services provided by the University and the Consortium described below in Section II.
  - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
  - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity;
- II. The University/Consortium will:
  - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
  - B. Maintain an approved version of Supplier's logo on the Consortium website

III. Payment

A. Payment of PAC Fee will arrive at the University no later than October 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

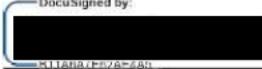
B. Payment of PAC Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

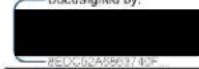
In case of conflict between this Amendment and the Agreement, this Amendment shall take precedence. All other terms and conditions of the Agreement remain in effect.

**ACCEPTANCE**

**For the Rector and Visitors  
of the University of Virginia**

DocuSigned by:  
  
JENNIFER.GLASSMAN  
Jennifer Glassman, Director  
Procurement & Supplier Diversity Services  
10/8/2020  
\_\_\_\_\_  
Date

**For Supplier Alliance Technology Group, LLC**

DocuSigned by:  
  
HUGH.HAYES  
Hugh Hayes  
EVP  
10/8/2020  
\_\_\_\_\_  
Date

# **Statement of Work**

## **EVOLV Solution Installation**

Presented to:  
Baltimore City Public Schools

Alliance Technology Group  
7010 Hi Tech Drive  
Hanover, MD 21076

Tax ID: [REDACTED]  
DUNS: [REDACTED]  
CAGE Code: [REDACTED]

## Statement of Work Table of Contents

1. Project Summary .....	3
2. Scope of Services .....	3
3. Schedule .....	9
4. General Project Guidelines .....	10
5. Customer Responsibilities .....	10
6. Day 2 Support .....	11
7. Dependencies .....	12

## 1. PROJECT SUMMARY

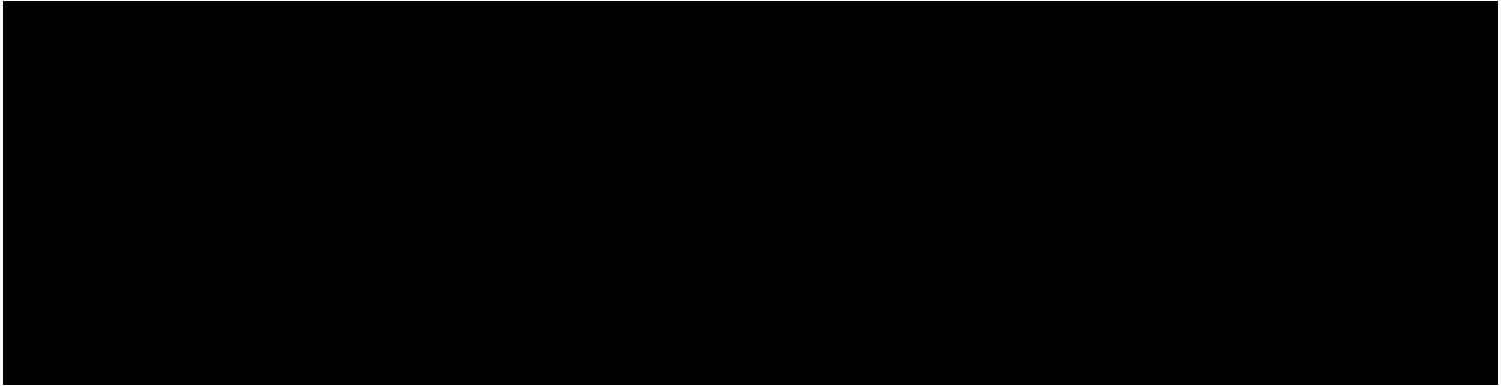
Alliance Technology Group is pleased to present this Statement of Work (SOW) for implementing the Evolv Weapon Detection systems for Baltimore City Public Schools within the continental United States (CONUS). The following provides a detailed overview of the vetted approach used to successfully implement Evolv systems in a K-12 environment. This approach consists of preparing district staff with the tools and knowledge needed to operate and maintain the systems. It also includes a coordinated effort between Alliance and Evolv. Alliance will work closely with Evolv to ensure customer satisfaction and a successful roll-out.

## 2. SCOPE of SERVICES

This Statement of Work (SOW) will be reviewed in detail by the project stakeholders to confirm that all parties are in agreement with the scope of the services outlined herein. Upon agreement, the project will proceed to the next stage. If Customer and/or Alliance determine the project schedule or scope of services requires alteration, the parties will modify the SOW using the Change Management process.

### 2.1 Project Management

Alliance will appoint a project manager at the outset of the project. The Alliance Project Manager acts as a single point of contact for Alliance and will oversee the individual tasks that move a Project forward, provides a conduit for communication and supports Customer satisfaction. The Alliance Project Manager will work with the Evolv Project Manager and:



#### 2.1.1 Customer Service Manager

Alliance will provide a Customer Service Manager (CSM) for Baltimore City Public Schools. The CSM is responsible for providing on-site support and overseeing day-to-day operations throughout the duration of the deployment.

### 2.2 Site Survey

Prior to equipment being ordered, a site survey will be completed. This requires an Alliance surveyor to physically view each proposed system location and work with the on-site staff to determine the best placement(s) for the system(s) to ensure proper functionality and adequate space for the Concept of Operations (ConOp). The surveyor will ensure environmental, power, and location conditions meet manufacturer specifications. Alliance personnel will complete the Site Surveys based on the following parameters. In addition, we would recommend our team meet with the principals of each school being considered to understand how their morning traffic flow currently exists and provide an overview of the technology.

#### 2.2.1. System Power

The Evolv Express power requirements are as follows:

- **Voltage:** 115-230 VAC +/-10%
- **Phase:** Single Phase Circuit: 5 Amps (minimum)
- Consumption (typical): 170W-200W
- The Evolv Express comes provided with a standard IEC 320 (S15 Variant) inlet socket for the power connection. A detachable 15-foot power cord (shipped with the Express) is supplied for connecting the

Express Tx Tower to the power outlet. One end of the power cord supports an IEC 320 (S15 Variant) connector while the other end supports local AC power plug requirements.

- Approximately, 9 feet of the power cord will be exposed when run under Lane 1 or Lane 2 mat. All other power sockets, plugs, or cords will be the responsibility of the customer and must be in place prior installation.

### 2.2.2 Tablet Power

Evolv Express now uses wireless tablets which are powered by 2 rechargeable hot swappable batteries. An optional gang charger that charges 6 batteries at one time can be provided and is an option that can be added to the proposed system.

If the Customer prefers the wired tablets (optional), Evolv Express provides (6) RJ45 ports on the base of TX tower. Each RJ45 provides communication and power via Power over Ethernet (PoE) to one wired tablet. The power is provided via Power over Ethernet (PoE). The RJ45 ports are redundant; only one per tablet is required. All other Ethernet cables and accessories are the responsibility of the customer.

### 2.2.3 Site Location Surface<sup>1</sup>

The Express system requires a stable and level surface to support proper operation and screening. Cement, wood, tile, rubber, and carpeted surfaces are all acceptable provided they are stable with limited vibration.

The Express system can be deployed on any surface that is ADA (American Disabilities Act) compliant. Every effort will be made to install all three Express towers as plumb as possible. The maximum angle of any Rx or Tx tower, as measured by its largest outer surface, is 5 degrees.

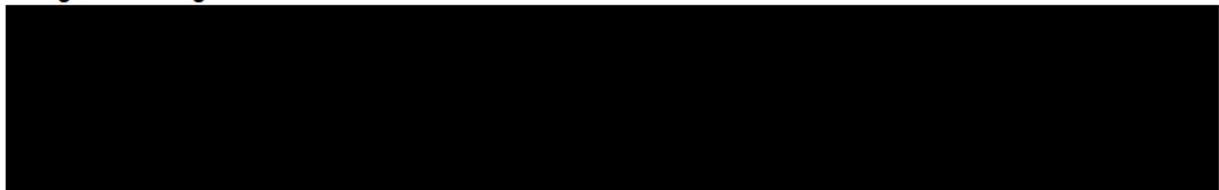
### 2.2.4 Lighting

The Express requires sufficient ambient lighting for capturing clear digital images of visitors walking through the system. The Express can operate in most settings, whether direct natural light or artificial, however, some very low lighting conditions may require additional lighting. If lighting needs to be added in proximity or above the system for better visibility, it is suggested customers use LED lighting.

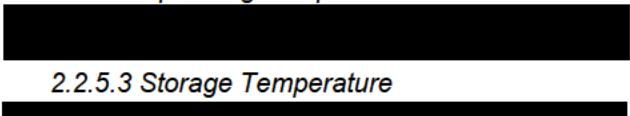
Lighting Level	Typical Lighting Source	LUX	Notes
Very bright	Direct, natural light	Above ~4,500	
Bright	Mix of indirect, natural light	~800 to ~4,500	
Normal light	Sufficient artificial light	~100 to ~800	
Low	Dim to relatively low artificial light	~15 to ~100	
Very low	Very dim artificial light	~0 to ~15	

### 2.2.5 Environmental Conditions

#### 2.2.5.1 Ingress Rating



#### 2.2.5.2 Operating Temperature



#### 2.2.5.3 Storage Temperature



#### 2.2.5.4 Relative Humidity

#### 2.2.5.5 Wind (Outdoor Units Only)

#### 2.2.6 Example Site Survey and ConOp Documents



#### Legend & Guidance

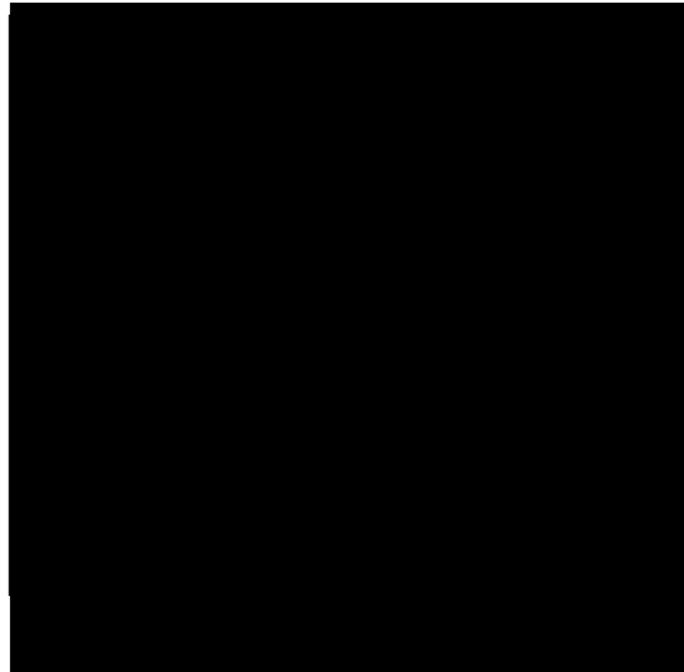


## High School

- Main Entrance
- Single Lane 2
- Needs power installed on left side of Tx tower while facing doors from inside



Back Entrance Example



### *2.3 Documentation*

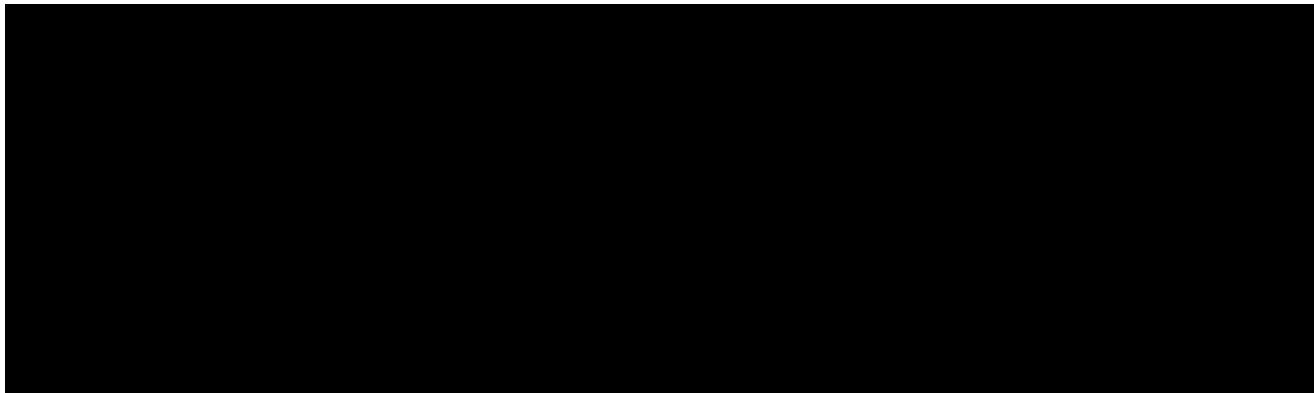
Alliance will produce the following documentation over the course of the Project.

- Site Surveys
- Kick-off Meeting Presentation
- Installation Schedule
- Training Plan
- Go-Live Plan
- Final System Documentation

### *2.4 Installation*

Alliance installation teams consist of two technicians per team. These techs are experienced, having completed numerous implementations in the K-12 field. Each team can install up to four systems per day depending on system location and distance between sites. All installations include a project manager and Evolv technical support.

Alliance installation resources will implement the services outlined herein.



Custom graphic panels are included in the proposal for the side of each system. This is a district or school specific logo designed for Baltimore City Public Schools. Alliance will work with the customer to order graphic panels if desired. See examples below.





## ***2.5 Training Plan***

Alliance will work with the district to coordinate the four facets of training throughout the project duration. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## ***2.6 Go-Live Support***

Alliance will provide go-live support based on the number of systems and buildings associated. It is recommended each school go-live is completed the day following training to ensure staff engagement. Alliance schedules the

same individual for training and go-live for customer support and continuity. This is included in the quote, based on two days of support during morning screenings per school.

- Go-Live support consists of Alliance personnel assisting and providing feedback during the initial screening of visitors. Alliance will provide an experienced individual at each location/time on the agreed upon schedule to support.
- A daily debrief will be conducted at the end of each go-live morning to discuss status and make suggestions for the following day of support.

### 3. SCHEDULE

Alliance will provide the Services described in this SOW within the following listed stages of the project.

#### 3.1 Project Stages

- Planning and Design Stage: Site surveys, kick-off call, scope review, identification of resources, system review, ongoing planning calls, and project schedule.
- Implementation Stage:
  - The installation of Evolv hardware and core Evolv software based on the Installation section of this SOW.
  - Training Stage: Knowledge transfer/training is completed based on the Training section of this SOW.
  - Go-Live Stage: On-site support for first day of screening based on the Go-Live Support section of this SOW.
- Project Completion Stage: Confirmation that the Project objectives have been met and all Services completed.

### 4. GENERAL PROJECT GUIDELINES

**Project Changes:** Notwithstanding anything to the contrary in the Agreement, any Project changes or delays to the schedule will be managed via the Change Management Process.

**Documentation:** All documentation and custom-developed materials provided by Alliance will be in the format chosen by Alliance.

**Work Location:** Unless otherwise stated, Services will be delivered on-site.

**Work Hours:** Unless otherwise agreed, Alliance's standard hours are 08:00 to 17:00 Monday through Friday local time (the time in the time zone of the customer location where services are being provided), excluding Alliance designated holidays. Services will be provided during Alliance's standard work hours.

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)-Monday 8:00 AM
Saturday, 8:00 AM-12:00 AM (midnight)	ALLIANCE designated holidays

**Out of Hours Support:** This project does not include work outside normal business hours.

**Installation:** Alliance will notify Customer in advance of each planned site/system implementation.

**Product Training:** Product training certification (industry-recognized certification or qualifications) and installation training is out of scope.

### 5. CUSTOMER RESPONSIBILITIES

#### 5.1 General Customer Responsibilities

Customer will:

- Provide a Single Point of Contact (SPoC) that is available during installation, training and go-live.
- Assign leads to provide access for the Alliance installation team to any areas where implementation of services described herein are required. Leads also have the authority to make any necessary decisions relative to implementation changes or have immediate access to the resources that can provide answers and/or authorize changes during the implementation.

- Leads will be at each location during installation and training.
- Ensure key stakeholders participate in project kickoff meeting.
- Notify all key personnel of installation, training and go-live schedule.
- Ensure all individuals operating system have training portal access and attend on-site training as defined herein.
- Transport systems from central warehouse to individual schools.
- Provide access to all sites as determined and agreed upon in the pre-installation planning meetings.
- Provide all power requirements for the system(s) prior to installation.
- Meet all environmental requirements as outlined by the OEM in Section 6.2 above.
- Provide access to any and all other customer resources that might be integral to the project implementation plan (i.e. IT personnel, Network Administrator, local site lead(s), Contract Administrator, etc.).
- Provide any additional personnel contact information.
- Ensure adequate support from local personnel and security while operating systems.
- Conduct any system movement and storage of equipment after project completion.
- Provide staffing for visitor screening.
- Inform Alliance of any media or news coverage to ensure proper marketing and media support from Evolv.

## 6. DAY-TWO SUPPORT

Upon completion of the final implementation, the district will use the below information for day-two support.

Severity Level	Remote Response Times	On-Site Response Times
Severity 1	< 30 Minutes	< 24 Hours
Severity 2	< 1 Hour	< 48 Hours
Severity 3	< 4 Business Days	< 5 Business Days

## Service Levels

- Severity 1 (Critical) - An equipment or software error that causes a **complete breakdown** of your Evolv product, completely halting your screening process where no reasonable or satisfactory work-around can promptly be put in place
- Severity 2 (Medium) - An equipment or software error that causes **disruption** to your screening process and which a reasonable and satisfactory work-around can be put in place
- Severity 3 (Low) - **General usage questions or cosmetic issues**
  - e.g. - programming or configuration questions, functionality questions, operability or cosmetic problems

## Support Administration

Evolv provides all-day, year-round access to our support service organization by phone or email:

- Telephone Support: +1 (833) 673-8658
- Email: support@evolvtechnology.com

Once contacted, we will log a case, communicate the case ID to you for tracking, and will assign a severity level thus beginning the process of remedying the issue.

### 6.1 Annual Maintenance

Alliance will perform annual maintenance on indoor systems and bi-annual maintenance on outdoor systems. This will be coordinated with the district and includes any training updates.

## 7. DEPENDENCIES

Baltimore City Schools will distribute the systems from their centralized warehouse to the individual locations the systems will be installed. Baltimore City Schools will ensure a power outlet is available at location the system is being installed.

## END USER AGREEMENT

This End User Agreement (this "Agreement") is a legal agreement hereby entered into by you, either an individual, Evolv or other legal entity, and its affiliates, hereafter "Customer" and governs Customers use of the Subscription and equipment (the "Product") currently provided or which will be provided by the original equipment manufacturer, Evolv through Reseller. By using the Products, Customer agrees to be bound by the terms, and become a party, of this Agreement.

This Agreement includes and incorporates herein all exhibits, attachments, amendments, documents, and Order Documents relating to or entered into in connection with this Agreement. The following schedules, constitute a part of, and are incorporated into, this Agreement:

Exhibit A: Subscription Terms\*

\*If pursuant to this Agreement or an Order Document, Customer will be entering into the subscription (lease) model, the provisions of Exhibit A are incorporated into this Agreement.

\*\*If pursuant to the Agreement or Order Document, Customer will be entering into the purchase-subscription, the provisions of Exhibit B are incorporated into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

- (a) means the published manuals, operating documents, instructions or other processes or directions, Evolv Health and Safety document, Evolv White Paper provided to Customer regarding the use, operation, location, and maintenance of the Products.
- (b) Reseller means the partner of Reseller the Original Equipment Manufacturer that is delivering the Products to the Customer.
- (c) Equipment means the hardware or personal screening products purchased or leased by Customer, as identified in the applicable Order Document.
- (d) Fee(s) means the fees charged to Customer listed in the applicable Order Document.
- (e) Order Document means the Reseller or Reseller quote, quote document, invoice or other document evidencing the lease or sale and license of the Products to Customer.
- (f) Original Equipment Manufacturer means Evolv Technology Holdings, Inc. D/B/A Evolv Technology Inc.
- (g) Term has the meaning set forth in Section 8.1.
- (h) Products means the Equipment and Software, collectively.
- (i) Software means the proprietary software contained in, accompanying, or used in conjunction with the use and operation of the Equipment. For the avoidance of doubt, and as detailed in the applicable Exhibits below, the Software is never sold and cannot be licensed or accessed on a standalone basis.

### 2. CUSTOMER'S REPRESENTATIONS AND WARRANTIES

Customer represents and warrants as follows:

- (a) Customer has the full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.
- (b) The Agreement to which this is attached has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.
- (c) The Products will be used in accordance with the Documentation and only in the ordinary course of Customer's business by competent, qualified, trained, and authorized agents or employees.
- (d) The Products will be used only at the Customer location(s) that are controlled by Customer and that are agreed upon by the Parties in writing and Customer will not remove the Products from such locations without the prior written consent of Reseller.
- (e) Customer agrees to comply with all laws, rules, and regulations applicable to the use, operation, and maintenance of the Products.

### 3. RESELLER REPRESENTATIONS AND WARRANTIES

Reseller represents and warrants as follows:

- (a) Services will be provided in a competent and professional manner in accordance with generally accepted industry standards applicable to said Services.
- (b) The Products, unless otherwise specified in the applicable Order Documents, (i) will be of good workmanship and free from material defects in

manufacture; and (ii) as deployed by Reseller in accordance with the Documentation, will substantially conform to the then published Documentation for one (1) year from deployment (the "Product Warranty"). The Product Warranty will not apply to any Products which (i) Customer has failed to use in accordance with the Documentation (ii) the Products have been altered, except by Evolv or Reseller in accordance with its instructions evidenced in writing; (iii) the Products have been used in conjunction with another vendor's products resulting in the need for maintenance (except for such Reseller or Evolv authorized uses, evidenced in writing by Reseller or Evolv); (iv) the Products have been damaged by improper environment, abuse, misuses, accident or negligence.

(c) EXCEPT AS SET FORTH IN THIS SECTION 3, RESELLER AND EVOLV MAKE NO, AND DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF CUSTOM, DEALING, TRADE OR USAGE. NO STATEMENT BY EVOLV OR RESELLER'S EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE DEEMED TO BE A WARRANTY BY EVOLV OR RESELLER FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART OF EVOLV OR RESELLER UNLESS SPECIFICALLY CONTAINED IN THIS AGREEMENT. EXCEPT AS STATED IN THIS SECTION 4, RESELLER OR EVOLV DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS OR THREATS THEY ARE INTENDED TO DETECT OR AVERT ((INCLUDING, BUT NOT LIMITED TO, MEDICAL DIAGNOSIS, TORTS, WEAPONS OR EXPLOSIVES DETECTION OR OTHER CRIMINAL OR TERRORIST ACTIVITIES (COLLECTIVELY, "INCIDENTS")), FUNCTION FOR THEIR INTENDED PURPOSE, MEET CUSTOMER'S NEEDS, PREVENT ANY ACTS OR INCIDENTS FROM OCCURRING OR CAUSING HARM OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S PREMISES, CUSTOMER'S EMPLOYEES OR CUSTOMER'S GUESTS, VISITORS OR OTHER THIRD PARTIES), OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR DEFECTS OR THAT ANY ERRORS WILL BE CORRECTED. RESELLER OR EVOLV MAKES NO GUARANTY OR WARRANTY THAT THE PRODUCTS WILL DETECT, MITIGATE, ELIMINATE, PREVENT OR AVERT INCIDENTS OR THEIR CONSEQUENCES.

V.06.29.2021

#### 4. CUSTOMER MAINTENANCE OBLIGATIONS

**Customer Maintenance Obligations.** Customer will exercise commercially reasonable efforts to comply with any material provisions in the Documentation provided to Customer by Evolv or Reseller regarding the use, operation, and maintenance of the Products. Customer is responsible for normal daily maintenance of the Products in connection with its ordinary course use (such as cleaning, proper location, proper environment, and causing the provision of proper electrical requirements) in accordance with the Documentation and will keep sufficient records to demonstrate that Customer has performed such maintenance. To the extent of Customer's insurance coverage and except for the limitations set forth in Maryland law, Customer is solely responsible for all loss, theft, destruction of or damage to the Products, and any repairs and maintenance except to the extent that it is due to a breach of an express warranty in Section 3 or Evolv's or Reseller's negligent acts or omissions. In such event, Customer shall promptly notify Reseller and, to the extent of Customer's insurance coverage and except for the limitations set forth in Maryland law, pay for all costs, damages, and expenses arising therefrom, including without limitation, at Reseller's sole option, either (i) reimbursing Reseller for the repair costs to return the Products to pre-rental condition, or (ii) paying Reseller for the value of the Products based on the remaining useful life of the Products, as calculated by Reseller in accordance with its standard accounting practices. Loss, damage, or theft of the Products shall not under any circumstances relieve Customer of the obligation to pay the Fees to Reseller or any other obligation under the Agreement.

#### 5. OWNERSHIP

a) Customer acknowledges that the trademarks, service marks, trade names, and logos used by OEM in promoting its Products and services ("Evolv Marks") are the exclusive property of OEM or its affiliates and licensors.

b) Software. Evolv owns and retains all rights, title, and interest in and to the Software, and any intellectual property rights therein including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto. Customer shall not decompile, disassemble, reverse engineer, or attempt to identify or discover any source code of the Software or create a derivative work. The Software is protected by United States copyright, trade secret and other laws and international treaty provisions. The Software is licensed nonexclusively and solely for use with or as part of the Equipment during the term specified in the applicable Order. Reseller will take all reasonable measure to protect Evolv intellectual property rights in any Software. The grant of a license sublicense or access to the Software is not a sale of Software and notwithstanding use of words such as "sale," "sell" or

"purchase" herein, no rights to any software, services or intellectual property rights are sold nor may be resold, and rights are solely licensed and sublicensed, as the case may be, and the Software cannot be licensed or accessed on a stand-alone basis.

V.06.29.2021

c) Equipment. Customer acknowledges Evolv is the manufacturer and sole owner of the Equipment, Customer has no right, title, or ownership interest in the Equipment. The Equipment will be kept free and clear of any and all liens, charges, and encumbrances with respect to customer's possession, use, or operation of the Equipment and Customer will not sell, assign, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Equipment.

(d) Equipment Purchase. If applicable, for Customer Purchase, Evolv conveys and transfers to Reseller's Customer all title and ownership interest in the Equipment. Evolv hereby grants to Customer the non-exclusive right to use the Software sole for the purpose of operating the Equipment during the term specified in the applicable Order.

## 6. CONFIDENTIALITY

[Any language in this section that conflicts with the General Articles is superseded by the General Articles.]

(a) The Parties agree not to permit access to or to disclose the other Party's Confidential Information any person or entity, except to its authorized employees, agents and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 5 and who need to use or have access to the other Party's Confidential Information in order to perform this Agreement, and neither Party may use the other Party's Confidential Information for any purpose other than to perform this Agreement. A receiving Party shall use at least the same degree of care in protecting the other Party's Confidential Information as such Party generally exercises in protecting its own proprietary and confidential information and shall inform its employees and agents having access to the Confidential Information of its confidential nature. In no event shall a Party use less than a reasonable degree of care in protecting the other Party's Confidential Information. "Confidential Information" includes, without limitation, all information relating to the disclosing Party's business plans, technologies, research marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information, which, when provided by one Party to the other in connection with this Agreement: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 days of disclosure; or c) a reasonable person would understand to be confidential.

or proprietary at the time of disclosure. Documentation and the terms of this Agreement constitute Reseller's Confidential Information. Notwithstanding the foregoing, the receiving Party shall have no obligation of confidentiality with respect to any information of the disclosing Party which the receiving Party can demonstrate by competent evidence: (a) is already known to the receiving Party at the time of disclosure; (b) is or subsequently becomes publicly available through no wrongful act of the receiving Party; (c) is rightfully disclosed or provided to the receiving Party by a third party without restriction; or (d) is developed independently by the receiving Party without use of or access to the disclosing Party's Confidential Information as shown by the receiving party's business records kept in the ordinary course.

(b) In addition to the foregoing disclosure exceptions, the receiving Party may disclose the other Party's Confidential Information to the extent required by law or court order, provided that the receiving party provides the disclosing Party reasonable advance notice of its intended disclosure to the extent permissible under applicable law, and reasonably cooperates with the disclosing party, at its request to expense, to limit or oppose the disclosure.

(c) Data. Customer acknowledges and agrees that Reseller may collect technical, performance and operational data on Customer's use of the Product and is permitted to use such data solely for Reseller's internal business purposes. The internal business purposes may include, but are not limited to, (i) improving the performance, features, and capabilities of the Products; (ii) facilitating the provision of updates, support, and other services to the Products; and (iii) creating, developing, operating, delivering, and improving the Products. Reseller may also use such technical, performance and operational data in an aggregated and/or anonymized format. Reseller shall not collect or use any personally identifiable information, including photographs.

## 7. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 7.1 Indemnification

[See Article 19 of the General Articles for provisions on indemnification.]

### 7.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT RESELLER SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR

CAUSED BY THE LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA, INTERRUPTION OF BUSINESS, INCIDENTS, OR LOST REVENUES, EVEN IF RESELLER IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVOLV'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL FEES PAID BY RESELLER TO EVOLV UNDER THE ORDER FORM UNDER WHICH LIABILITY AROSE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW."

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER EVOLV, RESELLER OR ITS PRODUCTS CAN ELIMINATE, PREVENT, OR MITIGATE, IN WHOLE OR IN PART, THE OCCURRENCES OF THE EVENTS OR THREATS THAT THE PRODUCTS ARE INTENDED TO DETECT AND THAT RESELLER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, SHALL NOT BE HELD LIABLE FOR ANY SUCH FAILURE (WHICH MAY INCLUDE WITHOUT LIMITATION, FAILURE TO DETECT THREATS, WHETHER DUE TO PRODUCT FAILURE, HUMAN ERROR, CUSTOMER'S OPERATING ENVIRONMENT, OR EXTERNAL FORCES OUTSIDE EVOLV'S OR RESELLER'S CONTROL) OR FOR NON-PRODUCTIVE TIME OR PRODUCT DOWN TIME FOR ANY REASON, OR FOR ACTS BY THIRD PARTIES THAT CAUSE HARM OR DAMAGE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL, CONTRACTORS, AND AGENTS, INCLUDING THOSE RESPONSIBLE FOR OPERATING THE PRODUCTS AND FOR THE SECURITY OF CUSTOMER'S PREMISES, PERSONNEL AND VISITORS.

### 7.3 Insurance

[Provisions on insurance are found in Article 20 of the General Articles.]

## 8. TERM AND TERMINATION

### 8.1 Term

The term of this Agreement shall be for the period commencing on the Effective Date and end upon the six month anniversary of the Effective Date or expiry of the last remaining Order Term, whichever is later (the "Term"), unless earlier terminated in accordance with Section 8.2. The "Order Term" shall mean, for any given Order Document, either the Subscription Term (as defined in Section 2 of Exhibit A) or the License Term (as defined in Section 2 of Exhibit B) for the relevant Order Document between Reseller and Customer. This Agreement and any Order Document can renew upon the mutual written consent of the Parties.

### 8.2 Termination

[Any language in this section that conflicts with the language in the General Articles shall be superseded by the General Articles.]

Reseller may terminate this Agreement and/or any Order Document upon notice to the Customer if (i) Customer fails to cure any default or breach of this Agreement or Order Document within fifteen (15) days after Reseller gives Customer a written notice of such default or breach; (ii) Customer attempts to move, sell, transfer, assign, lease, rent, encumber, or sublet the Products without Reseller's prior written consent; (iii) Customer's violation of any applicable laws or regulations; (iv) Customer files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Customer or for a substantial part of its property without its consent; or (v) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise. Neither party has the right to terminate this Agreement, or any applicable Order Document, for convenience.

## 9. REGULATORY COMPLIANCE

(a.) Compliance with Laws. Customer, Reseller, and Evolv Technology, Inc. represents that they are aware of, and warrants that they shall comply with, the requirements of the U.S. Foreign Corrupt Practices Act and all applicable laws of the Territory relating to corruption, commercial bribery, and money laundering.

(b). Compliance with Trade Controls. Customer, Reseller, and Evolv Technology, Inc. shall comply with all applicable export control and economic sanctions laws and regulations (collectively, "Trade Controls"),

including those administered and enforced by the U.S. Department of Commerce, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and the U.S. Department of State, and including but not limited to the

Export Administration Regulations ("EAR") and International Traffic in Arms Regulations ("ITAR"). Without limiting the foregoing, Reseller represents and warrants that no Product will be exported, re-exported, shipped, distributed, sold, resold, supplied, allowed access to, or otherwise transferred, directly or indirectly, without Evolv's prior written consent if (i) to a person operating, organized, or resident in a country or region subject to country-wide or territory-wide U.S. sanctions (currently, Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine) or to a person who is considered a part of the government of those countries; (ii) for any purposes prohibited by Trade Controls, including but not limited to nuclear, chemical, or biological weapons proliferation or terrorist activities; or (iii) to a person listed on any Trade Controls-related list of designated persons maintained by the U.S. government, including OFAC's List of Specially Designated Nationals and Blocked Persons and the U.S. Commerce Department's Denied Person's List or Entity List, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom, or any person 50% or more owned or controlled by any such person or persons or acting for or on behalf of such person or persons; or (iv) otherwise in violation of Trade Controls.

## 10. PRODUCT RECALL

In the event that any Product regulatory or governmental directive requires a Product's recall, destruction, withholding from the market, or other Product market withdrawal (each a "Product Recall"), Evolv shall bear all costs and expenses of such Product Recall unless such

Product Recall provided however, that if Customer's actions or omissions caused the Product Recall, then Customer, to the extent of its insurance and except as limited by Maryland law, shall bear all costs and expenses of such Product Recall. If a Product Recall is the direct result of the joint acts or omissions to act of the Parties, or should it prove impossible to assign fault for such Product Recall, the Parties shall share the costs and expenses of such Product Recall equally, provided, that Customer's liability is subject to its insurance and the limitations set forth in Maryland law. Notwithstanding which Party bears the cost of the Product Recall, the Parties agree to exchange all necessary documentation and information and shall reasonably assist each other in carrying out any such Product Recall. Customer shall notify and consult with Evolv, immediately upon becoming aware of the need for a Product Recall before initiating any Product Recall. Evolv shall file with the appropriate regulatory agency any Notice of Corrections and Removals or other applicable regulatory documentation with respect to any Product Recall as required by applicable law or regulation. Under this Agreement, "costs and expenses" shall include without limitation Customer notifications and destruction or return of recalled Products; but shall not include any labor expenses of the parties' employees which shall be borne directly by the employer.

## 11. MISCELLANEOUS

**11.1 Governing Law.** This Agreement is governed by and shall be interpreted and construed in accordance with the laws of the State of Maryland without regard to conflict of laws principles. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the State of Maryland and to the jurisdiction of the United States District Court in Baltimore, Maryland in Baltimore, Maryland for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

**11.2 Integration.** This Agreement, together with the Exhibits and any applicable Order Documents(s), constitutes the entire agreement between the Parties relating to its subject matter, and there are no agreements or understandings between the Parties, express or implied, except as may be explicitly set forth in this Agreement.

**11.3 Waiver.** If one Party fails to enforce a provision of this Agreement, it shall not be precluded from enforcing the same provision at another time. All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated herein, are cumulative.

**11.4 Binding Agreement; No Assignment.** This Agreement will be binding upon and enforceable only by the parties, their respective successors, and permitted assigns.

Customer may not assign or transfer any interest in or obligation under this Agreement without the prior written consent of Evolv or Reseller and any attempt at assignment or transfer without such consent shall be void and of no force or effect.

**11.5 Entire Agreement; Invalidity; Unenforceability.** This Agreement supersedes all previous agreements, whether oral or written, with respect to its subject matter. This Agreement may only be changed in a writing signed by authorized representatives of each party. If any provision of this Agreement shall be declared invalid or unenforceable under applicable law or by a court decision, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute therefor that preserves, to the fullest extent possible, the respective rights and obligations imposed on each Party under this Agreement as originally executed.

**11.6 Survival.** In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement, Exhibits or any license granted hereunder, 6 (Confidentiality), 7 (Indemnification and Limitation of Liability) of this Agreement, Sections 1 (Subscription), and 3 (Ownership) of Exhibit A, and Sections 1 (License) and 3 (Ownership) of Exhibit B shall specifically survive such termination or expiration.

**CUSTOMER**

DocuSigned by:

By:

75C2713015C144A...

Name: shabray Matthews

Title: Director of Procurement

Date: 3/27/2024 | 2:10:05 PM EDT

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY THIS DAY OF

3/27/2024 | 1:58:29 PM EDT

DocuSigned by:



A1C9512F2D8D45E...

Office of Legal Counsel

**Exhibit A**  
**Subscription Terms**

The terms in this Exhibit A apply to the subscription transaction model, as identified in the applicable Order Document. The subscription transaction model applies to the leasing of the Products and the provision of any Product related Services.

**1. Subscription**

- a. Subject to the terms and conditions of this Agreement (including the payment of all Fees by Customer to Reseller) and Documentation, during the Order Term Reseller agrees to lease to Customer the Products, as detailed in the applicable Order Documents, and Customer agrees to lease the Products from Reseller. Customer may only use the Products solely for its own internal business purposes, and solely in accordance with the Documentation.
- b. As part of the above lease, Customer is granted the non-exclusive and non-transferable right and license to access and use the Software (including the Evolv or Reseller proprietary Cortex platform, as applicable) solely for the purpose of operating the Products. This license includes ongoing upgrades and updates to the Software, delivered via secure cloud infrastructure as applicable, screening analytics and a user interface for operator interaction.

**2. Subscription Term**

- a. Unless otherwise specified in an Order Document, the subscription term for the Products, excluding the thermal imaging package, will begin on deployment of the Products and continue for a period of twelve (12) months. Unless otherwise specified in an Order Document, the subscription term for the thermal imaging package will begin on deployment of the Products and continue for a period of six (6) months.

**3. Ownership**

- a. As between Customer and Reseller, Evolv or Reseller is the sole owner of the Products and any associated Documentation, including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein. This Agreement imparts no right, title, or ownership interest in the Products to Customer except for the limited right to use the Products for the Order Term as expressly set forth in this Agreement. Customer will keep the Products free and clear of any and all liens, charges, and encumbrances with respect to Customer's leasing, possession, use, or operation of the Products and will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Products. Evolv or Reseller may display notice of its ownership of the Products by affixing an identifying stencil, legend, plate or any other indicia of ownership, and Customer will not alter, obscure, or remove such identification. If Evolv or Reseller shall so request, Customer shall execute and deliver to Evolv or Reseller such documents that Evolv or Reseller deems necessary or desirable for purposes of recording or filing to

protect the interest of Evolv or Reseller in the Products. The Products are protected by U.S. copyright, trade secret and other laws and international treaty provisions, and Evolv or Reseller reserves all rights. Upon Evolv or Reseller's request from time to time, Customer shall execute and deliver to Reseller such instruments and assurances as Reseller deems reasonably necessary for the confirmation or perfection of this Agreement and its rights hereunder.

With respect to any Software, Evolv or Reseller retains all right, title and ownership interest therein and Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software.

- b. Customer shall have no option to purchase or otherwise acquire title or ownership of any Products unless Evolv or Reseller grants such option pursuant to a purchase agreement in writing. For clarity, all Software is licensed solely for use with or as part of the Products and is not to be included in the aforementioned purchase agreement. Continued access and use of the Software is pursuant to an additional subscription or support agreement.

**4. Termination Rights and Effect of Termination**

[Any language in this section that conflicts with any language in the General Articles shall be superseded by the language in the General Articles.]

- a. In the event of termination pursuant to Section 8.2 of the Agreement, Evolv or Reseller may take one or more of the following actions: (i) require Customer to immediately return all Products to Evolv or Reseller; or (iv) exercise any right or remedy which may be available to Evolv or Reseller under this Agreement, an Order Documents, equity or law, including the right to recover damages for breach of the Agreement (limited to Customer's insurance and as limited by Maryland law). Each remedy shall be cumulative and in addition to any other remedy otherwise available to Evolv or Reseller at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Evolv or Reseller's other rights. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, Customer will lose access to the Software and return the Products, at its cost and expense.

**ATTACHMENT III**  
**DATA SHARING AND DATA PRIVACY REQUIREMENTS**

The following provisions, in addition to and consistent with the provisions of Article 15 of the General Articles, shall together constitute the data sharing agreement between the Parties as required by Baltimore City Board of School Commissioners Policy LCA, *Conducting Research and Surveys, and Data Sharing*, and Administrative Regulation LCA-RA *Procedures for Conducting Research and Surveys in City Schools and Obtaining Data*.

1. Purpose and Scope

A. For the use of the Services for the purposes set forth in the Agreement, City Schools and/or City Schools Users are required to provide the following Personally Identifiable Confidential Information (as defined in Article 15 of the General Articles) and/or de-identified data (as defined in Article 15 of the General Articles) to the Entity and/or input to access and/or use the Services:

B.

<u>Column A</u> <u>Category of Data</u>	<u>Column B</u> <u>Elements</u>	<u>Column C</u> <u>Check if City Schools Users Input Data/Information</u>	<u>Column D</u> <u>Check if City Schools Provides Data</u>	<u>Column E</u> <u>De-Identified Data</u>
Student Names	First and/or Last			
Student Contact Information	Address			
	Email			
	Phone			
Student Unique Identifiers	City Schools ID Number			
	Maryland State ID number			
	ID number assigned by Services			
	User name /log-in information for the Services			
	Passwords for the Services			
Parent/Guardian Contact Information	Name			
	Address			
	Email			
	Phone			
	ID number (linking parents/guardians to students)			
Student Demographic Information	Date of Birth			
	Place of Birth			
	Gender			
	Race/Ethnicity			
	Language information (e.g., language(s) spoken by student)			
	English language learner status			
	Medical, health, or psychological data			
	Student disability information (IEP or Section 504)			
	Homeless/foster care			
	Other demographic information (please specify):			
Financial Information	Financial records (e.g., credit card or other payment information)			
	Standardized test scores			

<u>Column A</u> Category of Data	<u>Column B</u> Elements	<u>Column C</u> Check if City Schools Users Input Data/Information	<u>Column D</u> Check if City Schools Provides Data	<u>Column E</u> De-Identified Data
Student Assessments	Observation data Other assessment data (please specify):			
Student Attendance	Daily school attendance Class/course/program attendance			
Communications	Online communications captured (e.g., emails, blog entries)			
Student Conduct	Conduct, discipline, or behavioral data			
Student Enrollment	School enrollment Grade level Homeroom Specific curriculum programs Other enrollment information (please specify):			
Student Schedule	Scheduled courses Teacher names/information			
Student Participation	Academic or extracurricular activities in which students participate			
Student Performance in Services	Services performance information (e.g., typing program – student types 60 wpm; reading program – student reads at grade level)			
Student Survey Responses	Student responses to surveys or questionnaires			
User Generated Content	Please list any material or content that City Schools users may create in the Services (e.g., essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information):			
Student Transcript/ Grades	Course grades Other course performance data/scores Other transcript data (please specify):			
Transportation	Student bus assignment Student pick up and/or drop off location Other transportation data (please specify):			
Meta Data	IP address of City Schools Users, use of cookies, etc. Usage statistics (e.g., data on City Schools Users' interaction with the Services; information about how long a City Schools User took to perform a task; Information about how long a City Schools User's mouse hovered over an item; keystroke data) Other Meta Data (please specify):			
Other Personally Identifiable	Please list each additional data element used, stored, or collected:			

<u>Column A</u> <b>Category of Data</b>	<u>Column B</u> <b>Elements</b>	<u>Column C</u> <b>Check if City Schools Users Input Data/Information</b>	<u>Column D</u> <b>Check if City Schools Provides Data</b>	<u>Column E</u> <b>De-Identified Data</b>
Confidential Information				
None	No City Schools User data collected. The Entity will immediately notify City Schools of any changes.	X	X	X

- C. Other than the Personally Identifiable Confidential Information indicated above, no other Personally Identifiable Confidential Information shall be provided by City Schools or by City Schools Users to use and/or access the Services.
- D. City Schools Information Technology Department shall work with the Entity to provision accounts for City Schools Users as follows: Not applicable
- E. The following schedule, protocols, and timelines shall apply to the transfer of Personally Identifiable Confidential Information from City Schools to the Entity: Not applicable
- F. The data-sharing point of contact for City Schools shall be David Longe, who shall work with the Entity and the City Schools Project Monitor to facilitate these data-sharing activities.

2. Use of Confidential Information.

- A. With respect to Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501-6505, the Parties acknowledge that COPPA permits City Schools, acting in the role of "parent," to provide required consents regarding personal information of students who are under the age of 13, where such consent is limited to the collection of personal information from students for the educational use and benefit of City Schools and does not extend to any commercial purpose. The Parties acknowledge that the Entity, an "operator" under COPPA, relies on this form of consent for such City Schools Users under this Agreement. The Entity will provide City Schools all notices required under COPPA, to ensure that City Schools in providing its COPPA consent, has full information and assurance that the Entity's practices comply with COPPA.

3. Data Retention and Destruction

- A. Prior to destroying or permanently deleting Confidential Information pursuant to Article 15 of the General Articles, the Entity, upon request by City Schools, shall provide City Schools with either (1) files of raw data, summary data, and reports of such Confidential Information, or (2) access to the Entity's Services for City Schools to generate and export such files.
- B. The Entity agrees to provide City Schools access to the Entity's Services to create, manually upload, and delete Confidential Information on a per-City Schools User basis. Such Confidential Information shall be deleted or destroyed within thirty (30) calendar days of the expiration or termination of this Agreement, and, within the subsequent fifteen (15) days, the Entity shall certify in writing to City that such Confidential Information has been deleted or destroyed.

**CONSENT FORM**

**Not applicable**

**ATTACHMENT IV**  
**ENTITY STAFF AND VOLUNTEERS PROVIDING SERVICES TO CITY SCHOOLS STUDENTS**

The following provisions apply to individuals hired and employed by the Entity, as well as any volunteers recruited by Entity, to provide Services, as set forth in this Agreement, to City Schools students (hereinafter "Entity Staff").

- A. Entity Staff shall not be deemed to be employees of City Schools for any purposes including but not limited to wages, payroll taxes, benefits, worker's compensation, unemployment compensation, Social Security, retirement, or minimum wage laws.
- B. The Entity will make the final determination in the hiring and selection of all Entity Staff, and shall provide the City Schools Project Monitor a list of such Entity Staff prior to the commencement of Services set forth in this Agreement and update the list on an ongoing basis. The Entity shall not employ, contract, or accept voluntary services from any individual to serve as Entity Staff whose certificate or license has been suspended or revoked by the Maryland State Department of Education or any other licensing board or agency on the grounds of unethical or immoral behavior, including but not limited to misconduct with children or students.
- C. The Entity will: (a) notify City Schools of any termination, dismissal, or non-renewal of any Entity Staff, as well as any placement on administrative leave; and (b) require that Entity Staff adhere to the same standards and expectations that apply to City Schools employees who work with students, including but not limited to Board Policy JLF, *Child Abuse and Neglect*, Administrative Regulation JLF-RA, *Child Abuse and Neglect*, Board Policy GBEBB, *Staff Conduct with Students*, Administrative Regulation GBEBB-RA, *Staff Conduct with Students Regulations*, as well as the professional ethics standards articulated in Board Policy BCA, *Code of Ethics*.
- D. The Entity is responsible for providing Entity Staff with appropriate training, through online and/or in-person instruction, including but not limited to child abuse and sexual harassment training, as well as any other applicable compliance training, as specified by City Schools.
- E. For each Entity Staff member employed or selected by Entity to provide Services to City Schools students, the Entity will obtain: (i) written consent for the Entity to provide City Schools with notification of any termination, dismissal, or non-renewal, as well as any placement on administrative leave; (ii) written affirmation that the Entity Staff member will adhere to the same standards and expectations that apply to City Schools employees who work with students, including but not limited to Board Policy JLF, *Child Abuse and Neglect*, Administrative Regulation JLF-RA, *Child Abuse and Neglect*, Board Policy GBEBB, *Staff Conduct with Students*, Administrative Regulation GBEBB-RA, *Staff Conduct with Students Regulations*, as well as the professional ethics standards articulated in Board Policy BCA, *Code of Ethics*; (iii) written affirmation that they have completed child abuse and sexual harassment training, as well as any other applicable compliance training specified by City Schools; and (iii) written affirmation that they will adhere to the data-sharing provisions of this Agreement as well as all Laws governing student privacy.
- F. In the event that City Schools has concerns regarding the performance of Entity Staff, City Schools will raise the issue with the Entity's Project Monitor, who shall promptly address the issue, including but not limited to reassignment of the Entity Staff member, provided, however, that nothing in this Agreement shall limit the discretion of the Entity to make decisions regarding employment matters.

**ATTACHMENT V**  
**SERVICE LEVEL AGREEMENT**

To the extent that the Services provided by the successful Entity according to the terms of this Agreement awarded pursuant to this RFP constitute digital content to be provided through an online platform (“Digital Content Product”), this Service Level Agreement (“SLA”) governs the use of such Digital Content Product in accordance with the Agreement.

- A. **Definition.** “Availability” shall mean the availability of the Digital Content Product for use by City Schools or City Schools Users to access, view, upload, and download content. The Entity shall use commercially reasonable efforts to make the Digital Content Product available with a Monthly Uptime Percentage of at least 99.9% during any calendar month. Subject to the SLA Exclusions, if the Entity does not meet the Service Level Commitment, City Schools will be eligible to receive a Service Credit. Any unavailability of the Digital Content Product resulting from scheduled maintenance for which the Entity provided notice under Section 3 of this SLA will not be deemed to be non-Availability, except to the extent such scheduled maintenance time is in excess of four (4) hours in the applicable calendar month.
- B. **Measurement.** Availability measurements of the Digital Content Product shall be performed by the Entity.
- C. **Service Level Commitment.** During each calendar month, the Entity shall provide an average combined Availability of no less than 99.9%.
- D. **Incident Management Procedure.** The Entity shall respond to an incident resulting in City Schools loss of use or functionality of the Digital Content Product (“Incident”) in accordance with time intervals and other requirements corresponding to the applicable Incident priority levels set forth in the below table. Incident priority levels will be reasonably determined by the Entity in a manner consistent with the below descriptions. City Schools shall provide commercially reasonable assistance to the Entity in connection with the Entity’s efforts to respond to an Incident.
- E. **Uptimes and penalties.** Every month, the Entity will compare confirmed actual uptime to the targets described in the table below. In the event that actual uptime does not meet the targeted uptime, the following credits will be issued to City Schools, on a monthly basis.

Service Level based on the actual uptime	Remedial action/penalties
Above 99.95%	Remedial action will be taken to address issues causing any downtime.
98.00 to 99.94%	10% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime.
95.00 to 97.99%	25% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime
93.00 to 94.99%	50% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime
Below 93%	100% and, at Authorized User’s sole discretion, termination of such Authorized User’s order

The Entity will provide an incident response and escalation schedule meeting the following minimum requirements:

Incident priority level	Definition of Incident Priority Level	Response and Resolution Guarantees
Critical	An incident causing application failure, downtime	Entity will respond to incident within 30 minutes and will resolve incident within 4 hours.
High	An incident causing loss or failure of critical/essential functionality required to do business for which no temporary workaround is available	Entity will respond to incident within 2 hours and will resolve incident within 8 hours.
Medium	An incident causing loss or failure of critical/essential functionality for which a temporary workaround is available	Entity will respond to incident within 4 hours and will resolve incident within 12 hours.
Low	An incident causing loss of non-essential functionality for which a temporary workaround is available	Entity will respond to incident within 8 hours and will resolve incident within 24 hours.

Please Note: In the event that City Schools reports an Incident outside of the Entity's normal business hours, the respective time for the Entity to respond to such Incident shall carry over to the next business day.

- F. Notification. The Entity shall make available to City Schools monthly uptime data for City Schools to determine whether an unacknowledged non-Availability incident has occurred in the previous calendar month. To receive credit for a non-Availability incident that has not been acknowledged by the Entity, City Schools must notify the Entity within ten (10) business days after the end of the calendar month in which the non-Availability incident occurred and include therein the dates and times of each such incident.
- G. Amounts. Unless otherwise mutually agreed upon by the Parties or otherwise stated in the General Articles (Attachment I), any and all remedies stated herein for any particular month shall not exceed the amount of the Agreement fee applicable for such month. Any credits provided by the Entity against future payments shall not affect City Schools' obligation to pay to the Entity amounts already due and payable.
- H. Credits. In all places where the term "credit" is used in this SLA, the parties acknowledge and agree that such term shall be understood to mean a credit that is to be applied against future amounts that become due and owing from City Schools to the Entity.
- I. Exclusions. The service level commitments stated herein shall not apply under any of the following circumstances: (i) any usage by City Schools of the Digital Content Product that violates the Agreement; (ii) failure of any components or systems that are supplied by the City Schools; (iii) force majeure events as described in the City Schools General Articles; (iv) City Schools' negligent, reckless, or intentional acts or omissions, or the negligent, reckless, or intentional acts or omissions of City School Users; (v) delays caused by City Schools, City Schools facilities, or City Schools equipment, or lack of access to facilities due to City Schools' acts or omissions; and (vi) downtime arising from service and maintenance activities performed by or for the Entity that occur during normal service periods.
- J. Notifications of Scheduled Maintenance. The Entity shall provide City Schools at least twenty-four (24) hours advance notification of scheduled maintenance to the Digital Content Product. Notwithstanding the foregoing, scheduled maintenance shall not occur Monday through Friday between 7 a.m. and 6 p.m.

**ATTACHMENT VI**  
**MBE/WBE Compliance**

**[Not Applicable]**

## ATTACHMENT VII

### CONTRACTOR CERTIFICATIONS: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS FUNDED BY FEDERAL AWARDS

#### I. Requirements Pursuant to 2 C.F.R. Part 200, Appendix II; Education Department General Administrative Regulations (“EDGAR”)

**Paragraph (A):** The Agreement addresses remedies in the following Articles of the City Schools General Articles (Attachment I to the Agreement): Article 10 (“Termination”); Article 12 (“Disputes”); Article 19 (“Indemnification and Liability”); and Article 20 (“Insurance”).

**Paragraph (B):** The City Schools General Articles (Attachment I to the Agreement) address termination for cause and convenience in Article 10 (“Termination”).

**Paragraph (C):** In addition to the non-discrimination requirements set forth in Article 5.G of the City Schools General Articles (Attachment I), the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Paragraph (D):**

1. When Federal funds are expended by City Schools for any construction contract in excess of \$2,000 from this procurement process, the Contractor certifies that it will comply with Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and §§ 3146-3148, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.
2. The Contractor certifies that it shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and Contractor also certifies that it shall pay wages not less than once a week. ***A copy of the prevailing wage determination issued by the Department of Labor is attached hereto as Attachment 1 to Contractor Certification.*** Contractor certifies that it accepts this prevailing wage determination.
3. The Contractor also certifies that it will comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145 and 29 C.F.R. Part 3. The Contractor certifies that it shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**Paragraph (E):**

1. When Federal funds are expended by City Schools for any contract from this procurement process, the Contractor certifies that it will comply with 40 U.S.C. § 3702 and § 3704 and 29 C.F.R. Part 5. Specifically, the Contractor certifies that it understands and will comply with the following:
  - a. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
  - b. In the event of any violation of paragraph "a", above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor may be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph "a", above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph "a", above.

- c. The Federal agency providing the funds to compensate the Contractor under the Agreement shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph "b", above.
- d. The Contractor or subcontractor shall insert in any subcontractors the clauses set forth in paragraphs 1.a. through 1.d. and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1.a. through 1.d. of this section.

2. The Contractor certifies that, pursuant to 40 U.S.C. § 3704 (applicable to construction work), no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
3. City Schools and the Contractor understand that these requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Paragraph (F):**

1. If the contract award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements") and any implementing regulations promulgated by the awarding Federal agency.
2. The regulation at 37 C.F.R. §401.2(a) currently defines "funding agreement" as "any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."
3. When Federal funds are expended by City Schools, the Contractor hereby certifies that during the term of an award for all Agreements by City Schools resulting from this procurement process, the Contractor agrees to comply with all applicable requirements of 37 C.F.R. Part 401.

**Paragraph (G):**

1. When Federal funds are expended by City Schools, the Contractor certifies that during the term of the contract awarded hereunder, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401 – 7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 – 1387.
2. The Contractor agrees to report each violation to City Schools and understands and agrees that City Schools will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**Paragraph (H):**

1. The Contractor understands and agrees that it is subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. The Contractor understands and agrees that these regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the System for Award Management ("SAM") Exclusions. SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
3. The contract awarded pursuant to this solicitation may be a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that neither the Contractor nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
4. The Contractor certifies that it will comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
5. This certification is a material representation of fact relied upon by City Schools. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City Schools, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
6. The bidder or offeror agrees to comply with the requirements of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Paragraph (I):** When Federal funds are expended by City Schools for the contract awarded hereunder, the Contractor certifies that it complies with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). The Contractor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Stand Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impose by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. The Contractor certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §§ 3801 et seq. apply to this certification and disclosure, if any.

**Paragraph (J):**

1. The Contractor certifies that it shall comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).
2. In the performance of a contract awarded pursuant to this solicitation, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
3. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site: <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at: [Product Resource Guides for the Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#).

**II. Record Retention Requirements for Contracts Paid with Federal Funds (2 C.F.R. §200.333)**

When Federal funds are expended by City Schools, the Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Contractor further certifies that Contractor will retain all records as required by 2 C.F.R. § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, an all other pending matters are closed.

**III. Certification of Compliance with the Energy Policy and Conservation Act**

When Federal funds are expended by City Schools for any contract resulting from this procurement process, the Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.*, and 49 C.F.R. Part 18.

**IV. Certification of Compliance with Buy American Act Provisions**

The Contractor certifies that it complies with all applicable provisions of the Buy American Act, 41 U.S.C. §§ 8301-8305. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

**V. Certification of Non-Collusion**

The Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation, or other business entity.

**VI. Federal Agency Seal, Logo, and Flags**

With regard to the Federal agency awarding the Federal funds associated with this solicitation, the Contractor shall not use the seals, logos, crests, or reproductions of flags, or the likenesses of the Federal agency's officials without specific pre-approval from the Federal agency awarding the Federal funds.

## **VII. Using Federal Funds to Fund the Contract**

This is an acknowledgement by the Contractor that the Federal agency's financial assistance will be used to fund the contract (awarded hereunder) only. The Contractor will comply with all applicable Federal law, regulations, executive orders, and agency policies, procedures, and directives.

## **VIII. No Obligation by Federal Government**

The Federal Government is not a party to the contract awarded hereunder and is not subject to any obligations or liabilities to the non-Federal entity, the Contractor, or any other party pertaining to any matter resulting from the contract awarded hereunder.

## **IX. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract awarded hereunder.

**The Contractor certifies, represents, and warrants compliance with the above items I through IX, above.**

Contractor Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT 1**  
**TO**  
**CONTRACTOR CERTIFICATIONS:**  
**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS**  
**FUNDED BY FEDERAL AWARDS**

**PREVAILING WAGE DETERMINATION ISSUED BY THE U.S. DEPARTMENT OF LABOR**

***[Attach the prevailing wage determination applicable to this solicitation.]***



# ALLIANCE TECHNOLOGY GROUP

7010 Hi Tech Drive  
Hanover, MD 21076  
phone 410-712-0270  
fax 410-712-0271

## WBE and WOSB Certified

Quote Date: 12/21/2023  
Quote Number: 427-BCS-10022023  
Alliance Sales Rep: Brooks Gearhart  
Terms: NET30  
Contract: UVA-AGR-IT-00275-Alliance  
Expiration Date: 1/21/2024

Description					
Product #	Item Description	Qty.	List Price	Sales Price	Ext Sales Price
<b>Subscription--Annual Payment for 4 year commitment--Software and Support Included</b>					
<b>Single Lanes</b>					
101-00304-01-WS-S	Evolv Express Single Lane 2 Indoor Wireless Subscription	1			\$4,279,817.92
<b>Dual Lanes</b>					
101-00207-01-WS-S	Evolv Express Dual Lane Indoor Wireless Subscription	1			\$904,986.81
<b>Accessories</b>					
101-00257-01	Express Operational Test Kit (OTK)--1 kit per location	1			\$10,584.00
390-00256	Outdoor Battery Charger, Ganged (6)	1			\$12,460.00
<b>Installation and Training</b>					
ALI-INS	Complete installation, testing, and training based on contiguous installation plan	1			\$235,850.00

**Shipping:** \$15,000.00

**Year 1:** \$1,570,095.18

**Year 2:** \$1,296,201.18

**Year 3:** \$1,296,201.18

**Year 4:** \$1,296,201.18

**4 Year Total:** \$5,458,698.73

**Signature:** \_\_\_\_\_

**Alliance Post Sales Service is optional and will be added to quotation at your request.**

*Invoicing to occur upon delivery of equipment and services*

*Freight & Applicable Taxes Additional. Freight charges are "ESTIMATED" and "ACTUAL" charges will be invoiced. Customer is responsible for 100% of freight charges.*

*This quote and configuration is confidential to Alliance and is only to be used between Alliance and the customer. In the event this provided quote and configuration is used for other purposes, consulting fees will be charged. Should customer desire to use this information for any purpose other than its original intended purpose, or wish to divulge the contents of this quote to a 3rd party, customer must obtain written permission from Alliance prior to such use. This quote is valid for 30 days past the quote date unless otherwise noted and Quote is subject to change. All Purchase Orders subject to acceptance by Alliance Technology Group, LLC. Prices subject to change prior to acceptance of Purchase Order. Payment Terms pursuant to Contract of Sale. Leasing figures are being provided to you for informational purposes only. Actual lease rates may vary and are subject to credit approval.*

*Alliance's Term's & Condition's apply. Alliance's T&C's can be viewed at [www.alliance-it.com](http://www.alliance-it.com). Payment terms are determined by Alliance Technology Group, LLC.*

*Maintenance pricing quoted must be purchased with product for price to be valid. Unless pre-paid, all maintenance pricing is subject to change.*

*Alliance Technology Group LLC. reserves the right to impose a surcharge that is not greater than our cost of acceptance (less than 4%) on eligible credit card transactions*

*Please send credit application to [credit@alliance-it.com](mailto:credit@alliance-it.com). The credit application can be found at <http://www.alliance-it.com/online-credit-application.shtml>.*

**Version 2020**

## PURCHASE ORDER

P.O. Number:	ORD2025859
Revision:	0
P.O. Date:	03-APR-2024

Baltimore City Public Schools  
200 E. North Avenue  
Baltimore, MD 21202

## VENDOR

ALLIANCE TECHNOLOGY GROUP LLC  
7010 HI TECH DRIVE  
Hanover, MD 21076

## SHIP TO

North Avenue (200)  
200 E. North Avenue  
Baltimore MD 21202

**Terms:** Net 30

**F.O.B.:** Destination

## BILL TO

Baltimore City Public School System  
Accounting Office  
200 E. North Ave - Room 403  
Baltimore MD 21202

## Attachment Description

## File Name

Baltimore City Schools Budgetary Quote Evolv Express 0228.pdf  
Contract-Alliance Technology Group-fully executed 033124.pdf

Line	Quantity	UOM	Item No.	Description	Unit Price	Extended Price
1				Weapons Detection System via Quote #427-BCS- 02282024 4 Year Term		5,458,698.73

Attachment Description	File Name
Additional requisition line information	Quote # = Date of Quote = Vend...

	<b>Total:</b>	5,458,698.73
--	---------------	--------------

Customer: Shauntia Gray Email: SSGray@bcps.k12.md.us	Invoice amount in excess of total PO Amount will not be paid without prior written authorization.
<ul style="list-style-type: none"> <li>Order questions: contact the Customer.</li> <li>Submit invoices to the customer and <a href="mailto:bcpspayables@bcps.k12.md.us">bcpspayables@bcps.k12.md.us</a>.</li> <li>Invoice must contain the PO# and a unique invoice #. Payment questions: <a href="mailto:SVeeramachaneni@bcps.k12.md.us">SVeeramachaneni@bcps.k12.md.us</a> or 410-396-8795.</li> </ul>	 Director, Procurement

## Terms and Conditions

*Attention: Updated on 12/6/22. See updated paragraph 17 ("Debarment").*

**1. ACCEPTANCE:** This purchase order (PO) is the Baltimore City Public Schools' (BCPS) offer to Vendor and may be withdrawn prior to Vendor's acceptance. Provision of goods and/or services is Vendor's acceptance of the line item price(s) shown on this PO and the terms set forth in this PO and in any additional documents included in the requisition and/or released with this purchase order as additional terms applicable to services. Any additional terms proposed by Vendor shall not become a part of this PO unless accepted in writing by BCPS.

**2. INVOICES:** For each delivery, Vendor shall issue a separate invoice in duplicate. Each invoice shall identify this PO number, the line item number, and the goods or services description (listed in the same order as on this PO). BCPS shall pay the prices herein only in accordance with Section 1 above. Cartage, packaging, or boxing charges will not be paid unless specifically so stated in this PO. INCORRECT INVOICES will be returned for correction. If invoices are submitted later than one calendar year after the services have been rendered or the goods have been delivered, BCPS shall have no obligation to pay them.

**3. DELIVERY ITEMS:** Vendor shall be liable for the full replacement value of any delivery item lost or damaged. Price includes delivery cost to the location specified on this PO. All deliveries must be inside the building. Delivery hours Monday through Friday (except holidays): (a) Offices: 8:30am to 3:30pm; (b) Schools: 9:00 am to 2:30 pm. Drivers must: be bonded; have a clean driving record; and have the appropriate training to handle hazardous items. Vendor must have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments and including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a BCPS worksite.

**4. ACCEPTANCE/WARRANTIES:** Payment shall be based upon acceptance of goods or services by BCPS. Vendor expressly warrants that: (a) merchandise and services will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; (b) this warranty shall survive acceptance and payment; and (c) Vendor will bear the cost of inspection of all goods and services rejected. Vendor hereby provides a warranty of authorization as to all goods and services. The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with WHMIS legislation and maintain a written Hazard Communication Plan.

**5. CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display, or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of BCPS. Vendor and its officers, employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and BCPS for the mutual disclosure of such records by and among the Vendor, BCS and BCS's employees, agents, volunteers and contractors.

**6. INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the City, the Board and their respective officials, employees, departments, agencies, agents, and volunteers (Indemnified Parties) from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses, and court costs connected therewith, brought against the Indemnified Parties arising as a result of any direct or indirect, willful, or negligent act or omission of the Vendor or its officers, employees, agents, or volunteers.

**7. ETHICS:** Vendor is prohibited from using City Schools employees or officials (including Board of Education members) to provide goods and/or services to BCPS. No official or employee of Maryland, Baltimore City, or City Schools shall benefit from providing goods or services hereunder. Vendor hereby declares and affirms that, to its best knowledge, none of its officers, directors, partners, employees, agents, affiliates, or subcontractors directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or Baltimore City laws and regulations. Vendor shall review and abide by Baltimore City Board of School Commissioners Policy BCA, Code of Ethics and Administrative Regulation BCA-RA, *Conflicts of Interest*. Vendor must disclose in writing to the Director of Procurement any actual or potential conflicts of interest, and neither Vendor nor any of its officers, directors, partners, employees, agents, affiliates, or subcontractors shall take any action they know or should have reason to know would result in any City Schools official or employee violating Policy BCA or Regulation BCA-RA. Vendor warrants that it has not employed or retained a 3<sup>rd</sup> party selling agency or any person, other than an employee of Vendor, to solicit or secure a contract, agreement, or understanding for a commission, percentage, brokerage, or contingent fee.

**8. INSURANCE:** Vendor shall procure and maintain: commercial general liability insurance (and contractual liability insurance) of not less than \$1,000,000 per occurrence for bodily injuries or death and property damages, with a minimum limit of \$3,000,000 aggregate; business automobile liability insurance at limits of not less than \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages, and this shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this PO; workers' compensation coverage as required by the State of Maryland, as well as any similar coverage required by applicable Federal or "Other States" State Law. Vendor shall procure and maintain professional liability, errors and omissions Insurance at a limit of not less than \$1,000,000 in the event its services either directly or indirectly involve the services of a licensed professional. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds. Vendor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought. Vendor's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or BCPS and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers, shall not contribute with Vendor's insurance or benefit Vendor in any way. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice to the City and BCPS. Non-payment of premium shall have a 10 days' notice of cancellation. Insurance shall be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland. Vendor shall furnish the City and BCPS's Director of Procurement, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and BCPS reserve the right to require complete copies of insurance policies at any time. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this PO null and void; provided, however, that no act or omission of the City or the Board shall in any way limit, modify or affect the obligations of Vendor under this PO.

**9. NON-ASSIGNABILITY:** This PO shall not be assigned, or services subcontracted in whole or in part without the written consent of BCPS. Any attempt to do so without such written consent shall be null and void of no effect.

**10. TERMINATION:** In the event of a default by either party, this PO may be terminated with 30 days written notice prior to performance. BCPS may terminate this PO at any time, without cause, with 15 days written notice prior to performance.

**11. INDEPENDENT VENDOR/CRIMINAL BACKGROUND CHECKS:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship. Any and all current and future employees of Vendor who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of BCPS before beginning work in a school. Previous background checks will not be accepted. Vendor shall at all times be compliant with Title 5, Subtitle 5, Part VI, of the Family Law Art., Maryland Ann. Code and Section 11-722 of the Criminal Procedure Art., Maryland Ann. Code. In accordance with the relevant statutes, a vendor who enters into a contract with a local educational agency may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by Vendor, the Vendor is prohibited from assigning that employee to perform management, delivery, installations, repair,

construction or any other type of services on any BCPS property. Violation of this provision may result in termination for cause. All costs hereof shall be borne by the Vendor.

**12. GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this PO shall be open to examination and/or audit by BCPS and made available by Vendor to BCPS and/or its designated agents at any time upon reasonable prior notice during performance under this PO, and for a period of 2 years after final payment or such longer period of time as required by law or rule or regulations.

**13. SOLE AGREEMENT:** Unless City Schools already has a contract with the Entity, this PO constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this PO.

**14. PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at BCPS sites and all material furnished by BCPS ("Property"). If Vendor's failure to use reasonable care causes damage to any Property, Vendor must replace or repair the damage at no expense to the BCPS as directed by the contracting officer. If Vendor fails or refuses to make such repair or replacement, Vendor will be liable for the cost, which may be deducted from payments due to Vendor.

**15. PUBLIC STATEMENTS:** Vendor shall not use or reference the name or logo of The Baltimore City Public School System in any press releases or public statement regarding this PO (unless required by applicable law, regulation or a stock exchange listing agreement), without the prior written consent of BCPS. Purchase by BCPS of any articles, material, merchandise, or service does not imply that BCPS has adopted or endorsed the product or service, and the use by any manufacturer, Vendor, merchant or other person of the name or logo of BCPS in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or logo of the BCPS is prohibited.

**16. GOVERNING LAW:** This Agreement shall be construed by and governed under the laws of the State of Maryland.

**17. DEBARMENT:** By accepting this purchase order, Vendor certifies that it has not been subject to debarment in any jurisdiction.

From BoardDocs, Public Board Meeting 12/13/2022

Board approval of Procurement Agenda Section 15.09 Advanced Technology Group, LLC

## Motion & Voting

### ★ Request of the Board

The Chief Operating Officer requests the Board's approval to piggyback the competitively solicited contract awarded to Alliance Technology Group, LLC to provide a Weapons Detection System at 4 (four) schools for a pilot program. The total amount of the pilot contract is \$228,955.72. The contract term is December 14, 2022, through June 15, 2023.

This contract is necessary to lease weapons detection systems to be installed at the following selected schools as a pilot program: Carver Vocational-Technical High School #454, Excel Academy #178, Mergenthaler Vocational-Technical High School #410 and Patterson High School #405. The pilot will run from the date of acquisition of the units through June 13, 2023 or the last day of school for SY22/23, whichever is later. End-of-year student survey data from school year 2021-2022 indicate that only 56% of students felt safe in schools, and a theme emerging from principal office hours in October 2022 was that principals felt strongly that more weapons detection systems are needed due to increased school incidents.

School selection for the pilot group was based on a series of factors and considerations, beginning with a list of schools drafted from School Police based on the number of incidents requiring police response. From this list, staff considered factors such as suspension and climate data and input from school managers and school leadership to narrow the list. Finally, staff identified schools to ensure diversity in school size and geography across the city. An appropriate number of machines will be procured based on the actual operations of each of the pilot schools (e.g., considering the number of entry points at each school) to ensure the pilot is a reliable reflection of actual practices.

Unlike metal detectors and manual bag checks and student searches, the system accelerates physical security screening, screening approximately ten times faster than metal detectors in a touchless manner. The system can distinguish everyday metal items from weapons, limiting the frequency with which students are flagged and detained for a manual search.

The pilot will inform the District of the feasibility and usability of the system at the remaining secondary schools in the District, help identify training needs, and help refine entry protocols to ensure safe and efficient entry into school facilities.

This procurement aligns with Strategic Priority III. This contract provides security enhancements for these schools to ensure safe and secure facilities using modern technology to support the success of students, staff and families.

Motion by Ronald S McFadden, second by Vernon Reid.

Final Resolution: Motion Carries

Yea: Linda Chinnia, Ronald S McFadden, Johnette A Richardson, Vernon Reid, Shantell Roberts, Robert Salley, Andrew Coy

Nay: Ateira Griffin

Not Present at Vote: Durryle Brooks

# BALTIMORE CITY PUBLIC SCHOOLS

## Agenda Item Details

Meeting	Dec 13, 2022 - Public Board Meeting
Category	15. PROCUREMENT - CHIEF OPERATING OFFICER
Subject	15.09 Alliance Technology Group, LLC.
Type	Action
Recommended Action	<p>Request of the Board</p> <p>The Chief Operating Officer requests the Board's approval to piggyback the competitively solicited contract awarded to Alliance Technology Group, LLC to provide a Weapons Detection System at 4 (four) schools for a pilot program. The total amount of the pilot contract is \$228,955.72. The contract term is December 14, 2022, through June 15, 2023.</p> <p>This contract is necessary to lease weapons detection systems to be installed at the following selected schools as a pilot program: Carver Vocational-Technical High School #454, Excel Academy #178, Mergenthaler Vocational-Technical High School #410 and Patterson High School #405. The pilot will run from the date of acquisition of the units through June 13, 2023 or the last day of school for SY22/23, whichever is later. End-of-year student survey data from school year 2021-2022 indicate that only 56% of students felt safe in schools, and a theme emerging from principal office hours in October 2022 was that principals felt strongly that more weapons detection systems are needed due to increased school incidents.</p> <p>School selection for the pilot group was based on a series of factors and considerations, beginning with a list of schools drafted from School Police based on the number of incidents requiring police response. From this list, staff considered factors such as suspension and climate data and input from school managers and school leadership to narrow the list. Finally, staff identified schools to ensure diversity in school size and geography across the city. An appropriate number of machines will be procured based on the actual operations of each of the pilot schools (e.g., considering the number of entry points at each school) to ensure the pilot is a reliable reflection of actual practices.</p> <p>Unlike metal detectors and manual bag checks and student searches, the system accelerates physical security screening, screening approximately ten times faster than metal detectors in a touchless manner. The system can distinguish everyday metal items from weapons, limiting the frequency with which students are flagged and detained for a manual search.</p> <p>The pilot will inform the District of the feasibility and usability of the system at the remaining secondary schools in the District, help identify training needs, and help refine entry protocols to ensure safe and efficient entry into school facilities.</p> <p>This procurement aligns with Strategic Priority III. This contract provides security enhancements for these schools to ensure safe and secure facilities using modern technology to support the success of students, staff and families.</p>
Goals	Strategic Priority 3. Have high-quality, modernized facilities and resources that support the success of students, educators, administrators, and staff.

## Section 15.09 CHIEF OPERATING OFFICER Alliance Technology Group, LLC.

### Request of the Board

The Chief Operating Officer requests the Board's approval to piggyback the competitively solicited contract awarded to Alliance Technology Group, LLC to provide a Weapons Detection System at 4 (four) schools for a pilot program. The total amount of the pilot contract is \$228,955.72. The contract term is December 14, 2022, through June 15, 2023.

This contract is necessary to lease weapons detection systems to be installed at the following selected schools as a pilot program: Carver Vocational-Technical High School #454, Excel Academy #178, Mergenthaler Vocational-Technical High School #410 and Patterson High School #405. The pilot will run from the date of acquisition of the units through June 13, 2023 or the last day of school for SY22/23, whichever is later. End-of-year student survey data from school year 2021-2022 indicate that only 56% of students felt safe in schools, and a theme emerging from principal office hours in October 2022 was that principals felt strongly that more weapons detection systems are needed due to increased school incidents.

School selection for the pilot group was based on a series of factors and considerations, beginning with a list of schools drafted from School Police based on the number of incidents requiring police response. From this list, staff considered factors such as suspension and climate data and input from school managers and school leadership to narrow the list. Finally, staff identified schools to ensure diversity in school size and geography across the city. An appropriate number of machines will be procured based on the actual operations of each of the pilot schools (e.g., considering the number of entry points at each school) to ensure the pilot is a reliable reflection of actual practices.

Unlike metal detectors and manual bag checks and student searches, the system accelerates physical security screening, screening approximately ten times faster than metal detectors in a touchless manner. The system can distinguish everyday metal items from weapons, limiting the frequency with which students are flagged and detained for a manual search.

The pilot will inform the District of the feasibility and usability of the system at the remaining secondary schools in the District, help identify training needs, and help refine entry protocols to ensure safe and efficient entry into school facilities.

This procurement aligns with Strategic Priority III. This contract provides security enhancements for these schools to ensure safe and secure facilities using modern technology to support the success of students, staff and families.

## **COVID-19 Impact**

COVID-19 has no impact on this project, and any school changes due to COVID-19 will not impact this project.

## **Selection Methodology**

Contract Type:	Requirements Contract
Multiple Awards:	No
Contract Term:	December 14, 2022 to June 15, 2023
Lowest Bidder(s):	N/A
Contract Increase:	N/A
Vendor & Amount:	Alliance Technology Group, LLC Estimated total pilot contract amount: \$228,955.72
Funding Source:	Supplemental Capital Appropriation 3001.23.SA.0215.3501.0611.0399 - \$228,955.72
Solicitation Process:	In accordance with 8-201 of City Schools Administrative Regulations, City Schools wishes to piggyback the competitively solicited RFP #RFP-UVA-00011-MW082019 contract #UVA-AGR-IT-00275-Alliance issued by University of Virginia and the Virginia Higher Education Procurement Consortium (VHEPC).
MBE/WBE Results:	City Schools is piggybacking the University of Virginia's VHEPC contract to include all the terms and conditions of the contract in which there are no

subcontracting goals attached to the contract. Alliance Technology Group, LLC is not M/WBE certified but is a Maryland based company.

## **Financial/Budget Implications**

The funds for the Weapons Detection System have been made available via a supplemental capital appropriation. This system is intended to be used as a part of our overall approach to school safety that starts with school climate work focused on relationship-building, counseling and mental health support, anti-bullying, and restorative approaches. It will also build on existing security infrastructure updates such as our visitor management system, cameras on egress doors, exterior door monitoring, and signage to holistically improve the safety and security of our facilities.

The amount allocated is sufficient to cover the costs of the requested pilot program, which will be used to vet the system's strengths and weaknesses, needed procedures, training, protocols, and viability of use.

## **Evidence of Effectiveness**

Approval of this contract will allow the Operations Department, in conjunction with the pilot schools and the Schools Department to vet the systems for viability of use throughout the district. This equipment has been deployed successfully at over 200 schools/universities across the country, through this vendor or other distributors. In Charlotte Mecklenburg Schools, North Carolina, district officials report that the technology serves as a major deterrent for bringing in weapons, with their weapons recovery numbers reflecting this sentiment (31 firearms and 89 other weapons in 21-22 compared to 1 firearm and 45 other weapons in 22-23. Clayton County Schools in Georgia report that the technology is "not intrusive at all. Most students and teachers don't even know it's there. The system stops less people because it picks up only weapons."

Evolv's systems have scanned more than 425 million people, second only to the Department of Homeland Security's Transportation Security Administration in the United States. Evolv has been awarded the U.S. Department of Homeland Security (DHS) SAFETY Act Designation as a Qualified Anti-Terrorism Technology, indicating that its technologies meet and/or exceed the DHS' performance standards that include examination of test results for weapons detection, operational use and effectiveness, manufacturing and quality assurance practices, and customer feedback.

Please see the attached submitted presentation for additional information, background, rationale, and evidence regarding the weapons detection system.

**Author:** Cynthia Smith, Executive Director, Facilities Planning, Design, and Construction

### **Motion & Voting**

Request of the Board

The Chief Operating Officer requests the Board's approval to piggyback the competitively solicited contract awarded to Alliance Technology Group, LLC to provide a Weapons Detection System at 4 (four) schools for a pilot program. The total amount of the pilot contract is \$228,955.72. The contract term is December 14, 2022, through June 15, 2023.

This contract is necessary to lease weapons detection systems to be installed at the following selected schools as a pilot program: Carver Vocational-Technical High School #454, Excel Academy #178, Mergenthaler Vocational-Technical High School #410 and Patterson High School #405. The pilot will run from the date of acquisition of the units through June 13, 2023 or the last day of school for SY22/23, whichever is later. End-of-year student survey data from school year 2021-2022 indicate that only 56% of students felt safe in schools, and a theme emerging from principal office hours in October 2022 was that principals felt strongly that more weapons detection systems are needed due to increased school incidents. School selection for the pilot group was based on a series of factors and considerations, beginning with a list of schools drafted from School Police based on the number of incidents requiring police response. From this list, staff considered factors such as suspension and climate data and input from school managers and school leadership to narrow the list. Finally, staff identified schools to ensure diversity in school size and geography across the city. An appropriate number of machines will be procured based on the actual operations of each of the pilot schools (e.g., considering the number of entry points at each school) to ensure the pilot is a reliable reflection of actual practices.

Unlike metal detectors and manual bag checks and student searches, the system accelerates physical security screening, screening approximately ten times faster than metal detectors in a touchless manner. The system can distinguish everyday metal items from weapons, limiting the frequency with which students are flagged and detained for a manual search.

The pilot will inform the District of the feasibility and usability of the system at the remaining secondary schools in the District, help identify training needs, and help refine entry protocols to ensure safe and efficient entry into school facilities.

This procurement aligns with Strategic Priority III. This contract provides security enhancements for these schools to ensure safe and secure facilities using modern technology to support the success of students, staff and families.

Motion by Ronald S McFadden, second by Vernon Reid.

Final Resolution: Motion Carries

Yea: Linda Chinnia, Ronald S McFadden, Johnette A Richardson, Vernon Reid, Shantell Roberts, Robert Salley, Andrew Coy

Nay: Ateira Griffin

Not Present at Vote: Durryle Brooks