

FREDERICK COUNTY PUBLIC SCHOOLS  
PURCHASING DEPARTMENT  
191 SOUTH EAST STREET  
FREDERICK, MD 21701  
TELEPHONE: 301-644-5074 FAX: 301-644-5213



SPECIFICATIONS AND PROPOSAL FORMS  
FOR  
PROFESSIONAL AUDITING SERVICES FOR FREDERICK COUNTY  
GOVERNMENT, FREDERICK COUNTY PUBLIC SCHOOLS AND  
FREDERICK COMMUNITY COLLEGE

---

RFP NUMBER: 15MISC5

QUESTIONS DUE DATE: **March 18, 2015, 4:00 P.M. local time**

A pre-proposal meeting will not be held. In lieu of the pre-proposal meeting, potential bidders are required to submit all questions in writing to Stephen Starmer, Purchasing Manager, at [Stephen.Starmer@fcps.org](mailto:Stephen.Starmer@fcps.org)

RFP DUE TIME/DATE/ **April 1, 2015, 2:00 P.M. local time,**

LOCATION: Purchasing Department  
191 South East Street, Frederick, MD 21701  
(Parking is available at Deck #5 All Saints Street)

TENTATIVE AWARD

SCHEDULED FOR BOARD MEETING: **April 22, 2015**

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

Stephen Starmer, C.P.M., Purchasing Manager

NOTE: Companies must have on file an approved Bidder's Mailing List Application form in order to ensure notification of future bid solicitations. Contact Mrs. Robin Underwood, Vendor Maintenance Specialist, at 301-644-5211, if you are uncertain as to your company's registration status. Issued: March 4, 2015

FREDERICK COUNTY GOVERNMENT (“FCG” or the “County”), FREDERICK COUNTY PUBLIC SCHOOLS (“FCPS” or “the School System”) and FREDERICK COMMUNITY COLLEGE (“FCC” or “the College”)

REQUEST FOR PROPOSALS  
PROFESSIONAL AUDITING SERVICES

TABLE OF CONTENTS

I. INTRODUCTION

- A. General Information
- B. Term of Engagement
- C. Subcontracting

II. NATURE OF SERVICES REQUIRED

- A. General
- B. Scope of Services to be Performed
- C. Auditing Standards to be Followed
- D. Reports to be Issued
- E. Special Considerations
- F. Working Paper Retention and Access to Working Papers

III. DESCRIPTION OF THE GOVERNMENT

- A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices
- B. Background Information
- C. Fund Structure
- D. Budgetary Basis of Accounting
- E. Federal and State Financial Assistance
- F. Pension Plans
- G. OPEB Plans
- H. Component Units
- I. Joint Ventures
- J. Magnitude of Finance Operations
- K. Computer Systems
- L. Internal Audit Function
- M. Availability of Prior Reports and Working Papers

IV. TIME REQUIREMENTS

- A. Proposal Calendar for the FY2015 Audit
- B. Date Audit May Commence

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

- A. Finance Department and Clerical Assistance
- B. Interagency Information Technology (IIT) Assistance

- C. Statements and Schedules to be prepared by the staff of the FCG, FCPS, and FCC
- D. Work Area, Telephone, Photocopying and FAX Machines

## VI. PROPOSAL REQUIREMENTS

- A. General Requirements
  - 1. Pre-Proposal Conference and On-Site Inspections
  - 2. Inquiries
  - 3. Submission of Proposals
- B. Technical Proposal
  - 1. General Requirements
  - 2. Independence
  - 3. License to Practice in Maryland
  - 4. Firm Qualifications and Experience
  - 5. Partner, Supervisory and Staff Qualifications and Experience
  - 6. Similar Engagements with Other Government Entities
  - 7. Specific Audit Approach
  - 8. Identification of Anticipated Potential Audit Problems
  - 9. No Dollar Amounts
- C. Sealed Dollar Cost Proposal
  - 1. Total All-Inclusive Maximum Price
  - 2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each
  - 3. Out-of-pocket Expenses in the Total All-inclusive Maximum Price and Reimbursement Rates
  - 4. Rates for Additional Professional Services
  - 5. Manner of Payment

## VII. EVALUATION PROCEDURES

- A. Audit Selection Committee
- B. Review of Proposals
- C. Evaluation Criteria
  - 1. Mandatory Elements
  - 2. Technical Qualifications
  - 3. Price
- D. Oral Presentations
- E. Final Selection
- F. Right to Reject Proposals

## EXHIBITS

- A. General Terms & Conditions
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- B. Insurance Requirements
- C. Scope of Services
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- D. Most Recent Official Statement
  - 1. Frederick County Government
- E. Organizational Chart
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- F. List of Key Personnel, Office Locations and Telephone Numbers
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- G. Reference to Most Recent Budget Document
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- H. Reference to Most Recent Financial Statements
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- I. Reference to Most Recent Schedule of Expenditures of Federal Awards (“Single Audit”)
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- J. Pension Plans
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College

- K. OPEB Plans
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- L. Summary Information for Automated Financial Systems of FCG, FCPS and FCC
- M. Frederick County Government's Contract Services Agreement

#### APPENDICES

- A. Cost Proposal
- B. Schedule of Professional Fees and Expenses FOR Additional Services
- C. Declaration of Independence
  - 1. Frederick County Government
  - 2. Frederick County Public Schools
  - 3. Frederick Community College
- D. Statutory Affidavit and Non-Collusion Certificate
- E. Minority Business Enterprise Information
- F. Notice of "No Proposal" Response
- G. License to Practice in Maryland Information
- H. Reference Information

## REQUEST FOR PROPOSALS

### I. INTRODUCTION

#### A. General Information

Frederick County Government (“FCG” or the “County”), Frederick County Public Schools (“FCPS”), and Frederick Community College (“FCC”) are requesting proposals from qualified firms of certified public accountants to audit their financial statements for the fiscal years ending June 30, 2015 and June 30, 2016, with the option of auditing their financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S Government Accountability Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Proposals submitted will be evaluated by a nine member Audit Selection Committee composed of three representatives each from FCG, FCPS, and FCC. All representatives are financial managers of the respective jurisdictions and have a firm understanding of the requirements of the RFP.

If independent with respect to all three jurisdictions, the offerors will have the option to propose on all three scopes of service as a single proposal (Option 1 of Appendix A) or on one, two or all three of the scopes of service individually (Options 2, 3, and 4 of Appendix A). If an offeror is not independent with respect to one or more of the jurisdiction, cost proposals may not be submitted for those jurisdictions. Each proposal will be independently evaluated. An offeror who proposes on all three as a single price is also strongly encouraged to submit separate proposals on each of the three individual scopes of service (Options 2, 3, and 4 of Appendix A). Submitting individual proposals is recommended in the event another offeror's proposal is accepted for one or two of the other scopes of service.

The successful offeror(s) will be required to enter into individual contracts with all jurisdictions for which the contracts are awarded. Each contract will govern the compensation, terms, separate scopes of service, insurance requirements, and other terms and conditions. If options 2, 3, and four are accepted, those costs will govern the resulting contracts, subject to negotiation.

Each resulting contract will be governed by the separate General Terms and Conditions of the respective jurisdiction. See Exhibit A for these General Terms and Conditions for FCG (A.1.), FCPS (A.2.), and FCC (A.3.), respectively.

Each resulting contract will be required to abide by the respective jurisdiction's insurance requirements required to be obtained by the successful offeror. Details of these insurance requirements are noted in Exhibit B.

Submission of a proposal indicates acceptance by the firm of the terms and conditions (Exhibit A) and insurance requirements (Exhibit B) contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between FCG, FCPS and/or FCC and the firm selected.

During the evaluation process, the Audit Selection Committee reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Audit Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

FCG, FCPS and FCC reserve the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

There is no expressed or implied obligation for FCG, FCPS or FCC to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

It is anticipated the selection of a firm (s) will be completed by April 22, 2015. Following the notification of the selected firm it is expected a contract will be executed between the parties.

B. Term of Engagement

Initial two-year contracts are contemplated, with the option to renew each year for an additional four years subject to the annual review and recommendation of the Audit Selection Committee members of the separate jurisdictions and the concurrence of the governing bodies (FCG – County Council [CC], FCPS – Board of Education [BOE] and FCC – Board of Trustees [BOT]), and the annual availability of an appropriation.

C. Subcontracting

Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to a certified Minority Business Enterprise (MBE). Complete Appendix E to report the firm's status as a certified MBE. If your firm is not a certified MBE complete Appendix E to describe if and how your firm will utilize a certified MBE during this contract period. If this is to be done, that fact, and the names and qualifications of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit contracts, no additional subcontracting will be allowed without the express prior written consent of the governing bodies (FCG – County Council [CC], FCPS – Board of Education [BOE] or FCC – Board of Trustees [BOT]) as applicable.

II. NATURE OF SERVICES REQUIRED

A. General

FCG, FCPS and FCC are soliciting the services of qualified firms of certified public accountants to audit their financial statements for the fiscal years ending June 30, 2015 and June 30, 2016, with the option to audit the respective financial statements for each of

the four subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Services to be Performed

FCG, FCPS, and FCC desire the auditor(s) to express an opinion on the fair presentation of each entity's governmental activities, business-type activities, aggregate discretely presented component units (if applicable), each of the major funds, and aggregate remaining fund information in conformity with generally accepted accounting principles (GAAS), in the United States of America and generally accepted government auditing standards (GAGAS), as applicable.

1. FCG and FCPS also desire the auditor to express an opinion on the fair presentation of each entity's combining and individual fund financial statements and schedules in conformity with GAAS. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report. These requirements and audit work provided shall conform to the Governmental Accounting, Auditing, and financial Reporting guidance as issued by the GFOA in 2012.
2. The auditor is not required to audit the schedule of expenditures of federal awards for FCG, FCPS and FCC. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.
3. The Scope of Services for the three jurisdictions is noted in more detail in Exhibit C1, C2 and C3.

C. Auditing Standards to Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards*, the provisions of the Single Audit Act and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair



presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.

2. A report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with government auditing standards.
3. A report on internal control over compliance applicable to each major federal program in accordance with OMB Circular A-133.

In the required report[s] on compliance and internal controls, the auditor shall communicate any significant deficiency or material weakness found during the audit at the time the significant deficiency or material weakness is found and confirmed. A *significant deficiency* shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected. A *material weakness* shall be defined as a significant deficiency or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected. Significant deficiencies that are also material weaknesses shall be identified as such in the report.

- 4, Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate written letter to management, which shall be referred to in the report[s] on compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.
5. The reports on compliance and internal controls shall include all instances of noncompliance.
6. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: CC, BOE, and BOT, as applicable.
7. Reporting to the Governing Bodies. Auditors shall assure themselves that the CC, BOE, and BOT are informed of each of the following in writing as communications to those charged with governance:
  - a. The auditor's responsibility under generally accepted auditing standards
  - b. Compliance with ethics requirements regarding independence
  - c. Significant accounting practices
  - d. Corrected and uncorrected misstatements
  - e. Auditor's judgments about the quality of the entity's accounting principles
  - f. Disagreements with management

- g. Management consultation with other accountants
- h. Major issues discussed with management prior to retention
- i. Difficulties encountered in performing the audit
- j. Other significant matters, findings or issues

E. Special Considerations

1. FCG and FCPS will send their comprehensive annual financial reports to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will provide assistance to meet the requirements of that program by reviewing the checklist and prior year comments to ensure proper correction.
2. FCPS will send its comprehensive annual financial report of the Association of School Business Officials (ASBO) for review in ASBO's Certificate of Excellence Program.
3. FCG currently anticipates it will prepare one or more official statements approximately every twelve to eighteen months in connection with the sale of debt securities which will contain the comprehensive annual financial report and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters." See Exhibit D for a reference to the most recent official statement for FCG.
4. FCG, FCPS, and FCC intend to post their financial statements on their respective websites. None of the jurisdictions expect the auditor to withhold permission to include the audit opinions associated with these reports.
5. FCG has determined that the United States Department of Health and Human Services will function as the cognizant agency in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.
6. FCPS has determined that the United States Department of Education will function as the cognizant agency in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.
7. FCC has determined that the United States Department of Education will function as the cognizant agency in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133,

*Audits of States, Local Governments, and Non-Profit Organizations.* The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.

8. A list of findings and other weaknesses from the FCG, FCPS and FCC's most recent financial statement audit, as well as a list of findings from internal audits conducted during the most recent fiscal period to be audited, are available upon request. Of those findings and other weaknesses, management believes that all have been resolved.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by FCG, FCPS, or FCC of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

The respective cognizant audit agencies

U.S. Government Accountability Office (GAO)

Parties designated by the federal or state governments or by FCPS or FCC as part of an audit quality review process

Auditors of entities of which FCG, FCPS, and FCC are sub-recipients of grant funds

Auditors of entities of which FCPS and FCC are component units

The auditors of the component unit of FCC

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices

1. FCG

The auditor's principal contact will be Erin White, Director of Accounting, who will coordinate the assistance to be provided to the auditor.

An organizational chart (Exhibit E.1.) and a list of key personnel with the location of their principal offices (Exhibit F.1.) are attached.

2. FCPS

The auditor's principal contact will be Robert Reilly, Director of Budget and Finance, who will coordinate the assistance to be provided to the auditor.

An organizational chart (Exhibit E.2.) and a list of key personnel with the location of their principal offices (Exhibit F.2.) are attached.

3. FCC

The auditor's principal contact will be Angela Ludeman, Interim Associate Vice President of Fiscal Services, who will coordinate the assistance to be provided to the auditor.

An organizational chart (Exhibit E.3.) and a list of key personnel with the location of their principal offices (Exhibit F.3.) are attached.

B. Background Information

Frederick County serves an area of 664 square miles with an estimated population of 240,911 people. The fiscal year for FCG, FCPS and FCC begins on July 1 and ends the following June 30.

1. FCG

FCG provides the following services to its constituents: emergency services; law enforcement; sanitation services; construction and maintenance of highways, streets and infrastructure; recreational activities and general government activities.

FCG has an average bi-weekly payroll of approximately \$4,870,000 serving approximately 2610 full and part-time employees.

FCG is organized into twenty-four (24) divisions and agencies. The accounting and financial reporting functions are decentralized. Accounting, Procurement, Risk Management and Treasury are under the Division of Finance. The Budget Office reports directly to the County Executive. Accounting, Procurement, Budget and Risk Management are located at 12 East Church Street. Treasury is located at 30 North Market Street.

2. FCPS

FCPS provides general education, special education and vocational education to approximately 40,757 students.

FCPS has an average bi-weekly estimated payroll of \$14.5 million serving approximately 6,800 full and part-time employees. Summer pay periods are less since most school based employees are paid on a 10-month cycle.

FCPS is organized into 8 divisions and the Maryland State Department of Education (MSDE) requires expenditures to be reported in 14 major categories. The accounting and financial reporting functions are centralized at 191 South East Street.

3. FCC

FCC provides higher education in the form of credit and non-credit classes and workforce training. FCC provides the opportunity for an associate's degree, certificates of completion, transfer to a four-year institution as well as general non-credit lifetime learning.

FCC has an average semi-monthly payroll of approximately \$1,425,000 serving approximately 1,000 full and part-time employees. This can vary greatly depending on the number of adjuncts hired per term.

FCC is organized into five areas: Learning Support, Learning, Continue Education and Workforce Development, Administration, and Institutional Effectiveness. The accounting and financial reporting functions are centralized at 7932 Opossumtown Pike, Building G.

More detailed information on FCG, FCPS and FCC and their finances can be found in the following Exhibits and associated references: Exhibit G.1., 2. & 3; Exhibit H.1., 2. & 3; and Exhibit I.1., 2. & 3.

C. Fund Structure

FCG, FCPS, and FCC use the following fund types and account groups in its financial reporting:

FCG:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	<u>1</u>	<u>1</u>
Special revenue funds	<u>13</u>	<u>10*</u>
Debt service funds	<u>0</u>	<u>0</u>
Capital projects funds	<u>1</u>	<u>0</u>
Permanent funds	<u>0</u>	<u>0</u>
Enterprise funds	<u>3</u>	<u>3</u>
Internal service funds	<u>2</u>	<u>2</u>
Private-purpose trust funds	<u>0</u>	<u>0</u>
Investment trust funds	<u>0</u>	<u>0</u>
Pension (and other employee benefits) trust funds	<u>2</u>	<u>2</u>
Agency funds	<u>4</u>	<u>0</u>

\*Four of these funds are no longer considered Special Revenue funds per Governmental Accounting Standards Board Statement No. 54, *Fund Balance and Reporting and Governmental Fund Type Definitions*. All four funds will be merged with the Capital Projects Fund in the

County's Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances.

FCPS:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	<u>1</u>	<u>1</u>
Special revenue funds	<u>2</u>	<u>1</u>
Debt service funds	<u></u>	<u></u>
Capital projects funds	<u>1</u>	<u>1</u>
Permanent funds	<u></u>	<u></u>
Enterprise funds	<u></u>	<u></u>
Internal service funds	<u>1</u>	<u>1</u>
Private-purpose trust funds	<u></u>	<u></u>
Investment trust funds	<u></u>	<u></u>
Pension (and other employee benefits) trust funds	<u>1</u>	<u></u>
Agency funds	<u>1</u>	<u></u>

FCC:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	<u>1</u>	<u>1</u>
Special revenue funds	<u>1</u>	<u></u>
Debt service funds	<u></u>	<u></u>
Capital projects funds	<u>1</u>	<u>1</u>
Permanent funds	<u></u>	<u></u>
Enterprise funds	<u>1</u>	<u>1</u>
Internal service funds	<u></u>	<u></u>
Private-purpose trust funds	<u></u>	<u></u>
Investment trust funds	<u></u>	<u></u>
Pension (and other employee benefits) trust funds	<u></u>	<u></u>
Agency funds	<u>1</u>	<u></u>

D. Budgetary Basis of Accounting

1. FCG:

FCG does not prepare its budgets on a basis consistent with generally accepted accounting principles. Legally adopted governmental budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized when they become measurable and available. Expenditures include disbursements, accounts payable, and encumbrances. Encumbrances are commitments by FCG for future payments and are supported by a document evidencing the commitment, such as a purchase order contract. All unencumbered appropriations lapse at year-end: except for

capital project funds which are carried forward until such time as the project is completed or terminated, and certain federal and state grants that do not have a June 30 year-end date. Encumbrances are reported as expenditures in the current year's budgetary presentation and as committed or assigned fund balances in the governmental fund financial statements prepared in conformity with accounting principles generally accepted in the United States of America. Accordingly, the actual expenditure data presented in the budgetary comparison statements differs from the data presented in the governmental fund financial statements prepared in conformity with accounting principle generally accepted in the United States of America.

2. FCPS:

FCPS does not prepare its budgets on a basis consistent with generally accepted accounting principles. Legally adopted governmental budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized when they become measurable and available. Expenditures include disbursements, accounts payable, and encumbrances. Encumbrances are commitments by FCPS for future payments and are supported by a document evidencing the commitment, such as a purchase order contract. All unencumbered appropriations lapse at year-end: except for capital project funds which are carried forward until such time as the project is completed or terminated, and certain federal and state grants that do not have a June 30 year-end date. Encumbrances are reported as expenditures in the current year's budgetary presentation and as reservations of fund balances in the governmental fund financial statements prepared in conformity with accounting principles generally accepted in the United States of America. Accordingly, the actual expenditure data presented in the budgetary comparison statements differs from the data presented in the governmental fund financial statements prepared in conformity with accounting principle generally accepted in the United States of America.

3. FCC:

FCC does not prepare its budgets on a basis consistent with generally accepted accounting principles. Legally adopted governmental budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized when they become measurable and available. Expenditures include disbursements, accounts payable, and encumbrances. Encumbrances are commitments by FCC for future payments and are supported by a document evidencing the commitment, such as a purchase order contract. All unencumbered appropriations lapse at year-end: except for capital project funds which are carried forward until such time as the project is completed or terminated, and certain federal and state grants that do not have a June 30 year-end date. Encumbrances are reported as expenditures in the current year's budgetary presentation and as reservations of fund balances in the governmental fund financial statements prepared in conformity with accounting principles generally accepted in the United States of America. Accordingly, the actual expenditure data presented in the budgetary comparison statements differs

from the data presented in the governmental fund financial statements prepared in conformity with accounting principle generally accepted in the United States of America.

**IF THE GOVERNMENT DOES NOT PREPARE ITS BUDGETS ON A BASIS CONSISTENT WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, DESCRIBE THE BASIS OF BUDGETING.**

The most recent budget documents are referenced in Exhibit G.1, 2, and 3.

E. Federal and State Financial Assistance

Refer to Exhibit I 1, 2, and 3 for a report of the Federal Grants received during the past fiscal year. There is no material change from year to year with the exception this past year for ARRA grants and the \$7.8 million Education Jobs Fund grant for FCPS.

F. Pension Plans

Refer to Exhibit J 1, 2, and 3 for a description of the pension plans the respective jurisdictions participate in.

Actuarial services are provided to these plans as follows:

1. FCG: Bolton Partners, Inc.  
100 Light Street, 9<sup>th</sup> Floor  
Baltimore, MD 21202  
443-573-3902
2. FCPS: Gabriel Roeder Smith & Company  
One Towne Square, Suite 800  
Southfield, MI 48076  
248-799-9000
3. FCC: : Gabriel Roeder Smith & Company  
One Towne Square, Suite 800  
Southfield, MI 48076  
248-799-9000

G. OPEB Plans

Refer to Exhibit K.1, 2, and 3 for a description of the OPEB plans the respective jurisdictions participate in.

Actuarial services are provided to these plans as follows:

1. FCG: Bolton Partners, Inc.  
100 Light Street, 9<sup>th</sup> Floor  
Baltimore, MD 21202  
443-573-3902



2. FCPS: Bolton Partners. Inc.  
100 Light Street, 9<sup>th</sup> Floor  
Baltimore, MD 21202  
443-573-3902
3. FCC: Willis  
2323 North Mayfair Road, Suite 600  
Milwaukee, WI 53226-0997

#### H. Component Units

FCG, FCPS, and FCC are defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, component units are included in the FCG, FCPS, and FCC's financial statements as follows:

1. FCG:  
FCPS – FY2014 audited by SB and Company, LLC  
200 International Circle, Suite 5500  
Hunt Valley, MD 21030  
  
FCC – FY2014 audited by SB and Company, LLC  
200 International Circle, Suite 5500  
Hunt Valley, MD 21030

(These component units are not to be audited as part of the financial statements of FCG but will be presented as discrete component units.)

Public Libraries – FY2014 audited by SB and Company, LLC. as part of the FCG audit. Public Libraries will be presented as a discrete component unit.

2. FCPS:  
FCPS has no component units.
3. FCC:  
Frederick Community College Foundation – FY2014 audited by  
SB and Company, LLC  
200 International Circle, Suite 5500  
Hunt Valley, MD 21030

(These component units are not to be audited as part of the financial statements of FCC but will be presented as a discrete component unit.)

#### I. Joint Ventures

1. FCG participates in a joint venture with:

Northeast Maryland Waste Disposal Authority (NMWDA)  
100 South Charles Street, Tower II-Suite 402  
Baltimore, Maryland 21201-3330.

The financial statements of NMWDA are not presented in the financial statements of FCG. Disclosure of the County's participation is presented in the Notes to Financial Statements (See Exhibit H.1.).

2. FCPS does not participate in a joint venture.
3. FCC does not participate in a joint venture.

J. Magnitude of Finance Operations

1. FCG:

The Finance Division is headed by Lori L. Depies, Director of Finance, and consists of 48 employees. The principal functions performed and the number of employees assigned to each is as follows:

<u>Number of Employees</u>	<u>Function</u>
2	Administration
21	Accounting
11	Procurement
4	Risk Management
10	Treasury

2. FCPS

The Budget and Finance Department is headed by Robert G. Reilly, Director of Budget and Finance and consists of 11 employees. The principal functions performed and the number of employees assigned to each is as follows:

<u>Number of Employees</u>	<u>Function</u>
2	Administration
2	Budget
7	Finance

3. FCC

The Fiscal Services Department is managed by Angela Ludeman, Interim Associate Vice President of Fiscal Services, and consists of 17 employees.

<u>Number of Employees</u>	<u>Function</u>
1	Administration/Oversight
3	Accounting
1	Procurement

1	Grants oversight
1.5	Payroll
3	Accounts Payable
6.5	Cashiering/Accounts Receivable

K. Computer Systems

Refer to Exhibit L. for summary information on the financial systems with respective hardware and database configurations for FCG, FCPS and FCC.

L. Internal Audit Function

In 1978, the Board of County Commissioners of Frederick County established the Interagency Internal Audit Authority (IIAA), an independent agency, to oversee the operation of an internal audit staff to perform audits of FCG, FCPS, and FCC. In the past, the IIAA's Internal Audit Division has participated in the fiscal year-end audit, particularly the audit of FCG and performed financial related work that was relied upon by the external auditor. The Internal Audit Division now focuses on conducting performance audits due to limited staffing and the need to focus on high-risk areas. Accordingly, although coordination with the Internal Audit Division is expected, the Internal Audit Division will not assist the external auditor on work specified under this RFP.

M. Availability of Prior Audit Reports and Working Papers

1. FCG:

Interested proposers who wish to review prior years' audit reports and management letters should contact Mr. William Seymour, SB and Company, LLC., 200 International Circle, Suite 5500, Hunt Valley, Maryland 21030 (410-584-1404) to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

2. FCPS

Interested proposers who wish to review prior years' audit reports and management letters should contact Mr. Graylin Smith, SB and Company, LLC; 200 International Circle, Suite 5500, Hunt Valley, MD 21030 (410-584-0060) to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

3. FCC

Interested proposers who wish to review prior years' audit reports and management letters should contact Mr. Graylin Smith, SB and Company, LLC; 200 International Circle, Suite 5500, Hunt Valley, MD 21030 (410-584-0060).

#### IV. TIME REQUIREMENTS

##### A. Proposed RFP Calendar:

The following is a list of key dates up to and including the date proposals are due to be evaluated:

Request for proposal issued	March 4, 2015
Last date for questions from offerors	March 18, 2015
Last Addendum to be issued if necessary	March 20, 2015
Due date for proposals	April 1, 2015
Evaluation of proposals	April 1 – 10, 2015
Award of Contracts	April 22, 2015

##### B. Date Audit May Commence

The commencement date of the audits will depend on the operational schedules in effect for all jurisdictions. The contracts will be more specific in this regard. There will be testing of transactions that will be available prior to June 30 each year. Inventory observations will be near June 30. FCPS and FCC information will be ready prior to that of FCG as there are different legislative deadlines for publication of the reports. FCPS and FCC must be complete by September 30 and be ready for inclusion in the financial statements of FCG. Traditionally the FCG audit is complete the first week of December with a goal to be substantially complete by the Thanksgiving holiday weekend.

Detailed schedules will be developed in cooperation with the successful offerors.

Entrance conferences should be scheduled with all jurisdictions in May 2015. For FCC, preliminary work should be scheduled in May. Final fieldwork will begin mid to late August.

The resulting contracts with the successful offeror(s) will include a schedule for interim progress reports, completion of field work, exit conferences, board briefings, etc.

#### V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

##### A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of FCG, FCPS, and FCC. Copies of prior year confirmations can be provided as well.

FCG, FCPS, and FCC will assist the auditors in lookup of jurisdiction-originated supporting documents. All work papers prepared by FCG, FCPS, and FCC in the course of documenting their financial transactions and decisions will be made available to the auditors. For those jurisdictions which file their work papers and supporting documentation electronically, the jurisdictions will provide instruction so that the auditors will be able to access this information without intervention by the jurisdictions. All jurisdictions will provide administrative support in the event the auditor cannot find needed documentation.

That being said, no work papers will be created by the jurisdictions for the sole benefit of the auditors.

B. Interagency Information Technology (IIT) Assistance

1. FCG:

The following IIT personnel will be available to assist the auditor in performing the engagement:

<u>Position</u>	<u>Hours</u>
IIT Team leads (With notification to Director of Accounting)	Normal Office Hours (Up to Two Hours per Day)

IIT personnel will also be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of a FCG log on and password.

2. FCPS:

The following Finance person will be available to assist the auditor in performing the engagement:

<u>Position</u>	<u>Hours</u>
Director of Budget and Finance	Normal Office Hours

IIT personnel will also be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of an FCPS computer hook up and sign-in log to access to FCPS financial systems.

3. FCC:

The following IIT personnel will be available to assist the auditor in performing the engagement:

<u>Position</u>	<u>Hours</u>
Associate Vice President of Fiscal Services	Normal Office Hours

IIT personnel will also be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of FCC computer hardware and software if necessary.

C. Statements and Schedules to be Prepared by the Staff of FCG, FCPS and FCC

The staffs of FCG, FCPS and FCC will prepare all statements, schedules and notes to the financial statements. FCG, FCPS, and FCC will be responsible for report preparation, editing, printing, and distribution. The only documents in the financial statements that are prepared by the auditors are the auditor's opinions and applicable management letters. In addition, FCG, FCPS and FCC have their Single Audit reports printed by their respective auditors.

D. Work Area, Telephones, Photocopying and Fax Machines

FCG, FCPS, and FCC will provide the auditors with reasonable work space, desks and chairs. The auditors will also be provided with access to a phone line, photocopying facilities and Fax machine subject to the following restrictions:

1. FCG  
Excessive use of long distance fees for telephones and faxes will be deducted from total fees due.
2. FCPS  
Excessive use of long distance fees for telephones and faxes will be deducted from total fees due.
3. FCC  
Excessive use of long distance fees for telephones and faxes will be deducted from total fees due.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. A Pre-Proposal Conference will not be held.
2. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made in writing to:

Mr. Stephen P. Starmer, C.P.M., Purchasing Manager, FCPS  
191 South East Street  
Frederick, Md. 21701  
Email Address: [stephen.starmer@fcps.org](mailto:stephen.starmer@fcps.org)

### 3. Submission of Proposals

To be considered, the proposal must be delivered to Stephen Starmer at 191 South East Street, Frederick, Maryland by 2PM on April 1, 2015. The Audit Selection Committee reserves the right to reject any or all proposals submitted. The following materials are required to be received by 2PM on April 1, 2015:

- a. A master copy (so marked, not to exceed 10 pages) of a Technical Proposal and nine hard copies plus one copy of the proposal in word format on each of three discs or flash drives to include the following:

- i. Title Page

- Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

- ii. Transmittal Letter

- A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it is best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 120 days.

- iii. Detailed Technical Proposal

- The detailed proposal should follow the order set forth in Section VI .B. of this request for proposal and shall not exceed 10 pages.

- b. The proposer shall submit an original and two copies of a dollar cost proposal in a separate sealed envelope or binder marked as follows:

SEALED DOLLAR COST PROPOSAL

for

RFP 15MISC5, PROFESSIONAL AUDITING SVCS – FCG, FCPS and FCC

RFP Due: April 1, 2015, 2:00 PM

The offeror is responsible for clearly labeling each envelope or binder with the firm name and proposal number.

- c. Proposers should send the completed proposal consisting of the two separate envelopes to the following address:

Mr. Stephen P. Starmer, C.P.M., Purchasing Manager  
Frederick County Public Schools  
191 South East Street  
Frederick, MD 21701

- d. FCG, FCPS and FCC are not responsible for non-delivery of the proposals.
- e. Statutory Affidavit and Non-Collusion Certificate

The offeror is required to complete and submit with the proposal the Statutory Affidavit and Non-collusion Certificate noted as Appendix D. Proposals without such a properly completed certificate will be considered incomplete and will receive no further consideration regarding qualifying for the resulting contract(s).

- f. Notice of “No Proposal” Response

In the event the prospective offeror does not intend to propose on this proposal but desires to be considered for future proposals, the firm must complete Appendix F and return it prior to April 1, 2015.

## B. Technical Proposal

### 1. General Requirements

**Technical proposals shall be a maximum of 10 pages even if bidding on more than 1 entity (excluding required pages to be signed and appendices).**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the FCG, FCPS, and FCC in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

**THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.**

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the sealed dollar cost proposal). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items Nos. 2 through 9, must be included. They represent the criteria against which the proposal will be evaluated. Most of the weight will be given to 1) experience of partners and supervisors; and 2) specific audit approach.



2. Independence

The firm should provide an affirmative statement that is independent of the FCG, FCPS, and FCC as defined by generally accepted auditing standards/the U.S. Government Accountability Office's *Government Auditing Standards* and the American Institute of Certified Public Accountants (AICPA) Interpretation 101-10, The Effect on Independence of Relationships with Entities Included in the Governmental Financial Statements [Revised].

Each proposing firm must complete Appendices C.1, C.2, and/or C.3 as appropriate. In the event a firm is using subcontractors for a portion of the work to be performed, those subcontractors will be required to complete Appendix C as applicable.

3. License to Practice in Maryland

An affirmative statement should be included that the firm and all assigned key professional staff (partner and managers) are properly licensed to practice in Maryland. This affirmative statement will be required for all subcontractors as well. Submit a properly completed Appendix G to fulfill this requirement.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium or uses subcontractors, the qualifications of each firm comprising the joint venture or consortium, as well as the subcontractors, should be separately identified. The firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

If the firm is submitting a proposal to include more than one of the jurisdictions to be audited, the firm must demonstrate its capabilities to audit more than one jurisdiction.

The firm should indicate if it is a member of the AICPA Governmental Audit Quality Center.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to each engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Maryland. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to these engagements. Indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect the Affirmative Action commitment of FCG, FCPS, and FCC.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the FCG, FCPS, and FCC. However, in either case, FCG, FCPS and FCC retain the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the FCG, FCPS, and FCC, which retain the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

FCG, FCPS, and FCC have the right to approve audit personnel assigned to each jurisdiction.

6. Similar Engagements with Other Government Entities

For the firm's office(s) that will be assigned responsibility for the audit, list the most significant engagements (minimum of 3 for each type of jurisdiction being proposed) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. If the references are not specifically county governments, boards of

education and community colleges, explain why they are comparable to the scope of services requested in this proposal.

Response to this requirement constitutes the audit selection committee's permission to use these principal client contacts as references for this proposal. Use Appendix H to provide this information.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the budget of FCG, FCPS, and FCC and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. How sample size is determined and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of IT software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the internal control structure of FCG, FCPS and FCC
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance
- i. Approach to testing of the IT systems to providing assurance of the proper internal controls and accuracy of the financial information the vendor will be auditing.

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the FCG, FCPS, and FCC.

9. NO DOLLAR AMOUNTS ON TECHNICAL PROPOSALS.

Displaying dollar proposal amounts in the technical proposal may disqualify offerors from further consideration regarding the resulting contract(s).

C. Sealed Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

The sealed dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price in the proposal is to contain all direct and indirect costs including all out-of-pocket expenses.

FCG, FCPS and FCC will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

Use page 1 of Appendix A to indicate the proposal offer for FY 2015 – FY2020. Option 1 is used for a single proposal for all three jurisdictions. Options 2, 3, and 4 (page 2 of Appendix A) are to be used to submit selective proposals for FCG, FCPS and/or FCC. Signing the Option 1, 2, 3, or 4 forms indicates that the person signing is entitled to represent the firm, empowered to submit the proposal, and is authorized to sign a resulting contract.

It is strongly recommended that firms submit individual jurisdiction proposals (Options 2, 3, and 4) even though they used Option 1 to propose on all jurisdictions as a unit. In the event a firm is selected for a single jurisdiction, all “Option 1” proposals would become null and void.

2. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price and Schedule of Additional Professional Fees and Expenses

Use page 3 of Appendix A to include a schedule of professional fees and expenses, which will support the total all-inclusive maximum price noted on Appendix A. Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by FCG, FCPS, and FCC for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented on the sealed dollar cost proposal in the format provided in the attachment. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. In addition, a statement must be included in the sealed dollar cost proposal stating the firm will accept reimbursement for travel, lodging and subsistence at the prevailing FCG, FCPS and FCC rates for its employees.

3. Rates for Additional Professional Services

Use Appendix B to indicate standard billing rates should they become necessary for FCG, FCPS or FCC to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement. This resulting additional work shall be performed only if set forth in an addendum to the contract between FCG, FCPS, and FCC and the firm.

Any such additional work agreed to between FCG, FCPS and FCC and the firm shall be performed at the same rates set forth in Appendix B. In addition to the individual rates for staff members, indicate a composite rate that may be used at the option of the jurisdiction.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim billing shall cover a period of not less than a calendar month. FCG, FCPS, and FCC may elect to withhold up to ten percent (10%) from each payment pending delivery of the firm's final reports. This option will be included in the resulting contract in the event FCG, FCPS or FCC elects to withhold a portion of each payment.

VII. EVALUATION PROCEDURES

A. Audit Selection Committee

Proposals submitted will be evaluated by a nine-member Audit Selection Committee selected by FCG, FCPS, and FCC.

B. Review of Proposals

The Audit Selection Committee will use a point formula during the review process to score proposals. Each member of the Audit Selection Committee will first score each technical proposal by each of the criteria described in Section VII C below. The full Audit Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, **THOSE FIRMS RANKED HIGHEST WILL ADVANCE TO THE NEXT LEVEL OF REVIEW.**

After the composite technical score for each firm has been established, the sealed dollar cost proposal will be opened and additional points will be added to the technical scores of the **HIGHEST RANKED FIRMS**. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price or for the lowest proposal by jurisdiction. Appropriate formula distribution fractional scores will be assigned to other proposing firms.

FCG, FCPS, and FCC reserve the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications and then price as noted in VII. B. above. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Maryland
- b. The firm has no conflict of interest with regard to any other work performed by the firm for all three jurisdictions. (Firms that have a conflict of interest with regard to one or more of the jurisdictions will not be evaluated with regard to those jurisdictions.)
- c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- d. The firm submits a copy of its last external quality control peer review report. We explicitly reserve the right to make whatever investigations we deem necessary to satisfy ourselves as to the quality of each firm's audit work.

2. Technical Quality: (Maximum Points - 100)

a. Expertise and Experience

- 1. The firm's past experience and performance on comparable K12, higher education and government engagements
- 2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation

b. Audit Approach

- 1. Adequacy of proposed staffing plan for various segments of the engagement
- 2. Adequacy of approach to understanding the internal control structure.
- 3. Adequacy of sampling techniques
- 4. Adequacy of analytical procedures
- 5. Adequacy of information technology expertise and approach to testing systems for internal control purposes.

3. Price: (Maximum Points – 50)

D. Oral Presentations

During the evaluation process, the Audit Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide

firms with an opportunity to answer any questions the Audit Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

The CC, BOE and BOT will select a firm(s) based upon the recommendation of the Audit Selection Committee.

It is anticipated that a firm(s) will be selected by April 22, 2015. Following notification of the firm selected, it is expected contracts will be executed between the various parties.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between FCG, FCPS, and FCC and the firm selected.

FCG, FCPS and FCC reserve the right without prejudice to reject any or all proposals.

## General Terms and Conditions

**A.1 GENERAL TERMS & CONDITIONS - FCG**

NOTE: The terms and conditions of this procurement process are governed by the process-related terms and conditions (those related to the advertisement, receipt and evaluation of proposals) of the Frederick County Public Schools.

The terms and conditions of any contract for audit services for Frederick County, Maryland/Frederick County Government are incorporated in the County-standard contract services agreement. The County and Contractor must execute a Contract Services Agreement (see Exhibit M for a sample) resulting from the award of this solicitation.

Exceptions, if any, to the County's standard Agreement must be noted in your proposal to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of your proposal.

Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.



## A.2 GENERAL TERMS & CONDITIONS - FCPS

### A. GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICES

1. PRE-PROPOSAL MEETING- A pre-proposal meeting will not be held.
2. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the time of opening will be securely kept unopened. The representative of the Superintendent, whose duty it is to open proposals, will decide when the specified time has arrived. No proposal received thereafter will be considered. The Superintendent or his/her representative will not be responsible for the premature opening of proposals received, not properly addressed or identified. Any proposal may be withdrawn before the scheduled time for opening proposals. After a proposal has been opened, it may not be withdrawn.

All Proposals received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or electronic mail proposals will not be considered. Modifications by facsimile of proposals already submitted will be considered if received prior to the time set for opening. No proposals will be accepted via telephone.

Proposals received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.

In the event of inclement weather on the date when proposals are scheduled to be opened and the Frederick County Public Schools Administrative Offices are closed, proposals will be opened on the next business day at the same time as previously scheduled. Proposals will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

3. RECEIPT AND OPENING OF PROPOSALS

Sealed proposals will be opened in the Purchasing Department of the Frederick County Public Schools (FCPS), Purchasing Department, 191 South East Street, Frederick, Maryland, on the day and hour stated herein.

All inner and outer envelopes and packaging, used by Fed Ex, Ups and etc., should be labeled with the Proposal Name, Proposal Number, and Due Date/Time. This will help assure timely receipt of proposals in the Purchasing Department. Proposals not received in time due to improper labeling will be considered non-responsive.

4. PREPARATION OF PROPOSAL

Proposals must be prepared on the enclosed applicable proposal form(s) and in accordance with the specifications herein.

Each proposal must show the full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including notice of award, copy of contract, and purchase order will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the offeror to the contrary. Proposals by partnership must be signed with the

partnership name, followed by the signature and designation of the person having authority to sign. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the persons signing will be furnished. Anyone signing the proposal as an agent shall file satisfactory evidence of his/her authority to do so, if requested.

Failure to properly sign the proposal documents will result in rejection of the proposal.

#### 5. ERRORS IN PROPOSALS/INTERPRETATION

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications and drawings (if applicable) before submitting proposals. Failure to do so will be at the offeror's own risk.

Should any offeror be in doubt as to the meaning of the drawings or specifications, or should he/she find any discrepancy or omission, he/she shall notify the Purchasing Manager for the Board of Education of Frederick County (herein after referred to as the Board). All offerors will then be notified, in writing, of clarification or additional information by means of addenda.

Neither law nor regulations make allowance for errors of omission or commission on the part of the offerors. In case of error in multiplication of unit prices when arriving at a total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

If an error has been made by the offeror, the offeror may request in writing, to have his/her proposal withdrawn. Approval of an offeror's request is not automatic and may be given only by the Purchasing Manager and/or the Board. Requests for withdrawal are usually denied unless the offeror provides to the satisfaction of the Purchasing Manager and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.

#### 6. INSPECTION OF SITE

Each offeror should visit the site and become fully informed as to the condition under which the work is to be done. Failure to do so will not relieve a successful offeror of his/her obligation to furnish all material and labor necessary to carry out the provisions of the contract documents at the price(s) proposal.

Where the specifications require field measurement, the offeror shall perform the measurement and the Board assumes no responsibility for errors in measurement. The offeror shall be expected to provide the item or material specified and to make good any situations which arise from errors in measurement.

Site visits shall not be made after regular working hours, on Sundays, school holidays, or legal holidays, unless previously agreed to by the Purchasing Department.

#### 7. QUOTATION

The offeror shall complete the information requested on the proposal form(s). Prices quoted shall not exceed the prices established under any governmental price control regulations.

All prices shall be firm for a period of 120 days from the date of proposal opening unless otherwise stated under Special Notices. This applies to all vendors, whether they have received an award or not.

The Board will not accept any cost proposal with escalator clauses or other irregular features unless specifically authorized under Special Notices.

#### 8. AWARDS OR REJECTION OF PROPOSALS

The evaluation factors will be set forth in the proposal.

The Board reserves the right to determine completeness and/or timeliness of proposals, to reject any or all proposals in whole or in part, to waive any irregularity in any quotation, to reject any proposal that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award Is deemed to be in its best interest.

Offerors may be required, before the awarding of a contract, to show to the complete satisfaction of the Board of Education that they have the necessary facilities, ability and financial resources to execute the work in a satisfactory manner, and within the time specified; that they have the necessary experience, history and references which will assure the Board of Education of their qualifications for executing the work. A detailed audited financial statement may be required.

Offerors are required, as a part of their proposal, to provide information regarding their firm's status as a Minority Business Enterprise (MBE) and the diversity of their firm's board of directors and company officers. Offerors also are required, as a part of their proposal, to provide a plan for the utilization of minority Contractors, subcontractors or suppliers in executing the contract, if their firm receives an award.

The Board reserves the right to reject the proposal of an offeror who has, in the opinion of the Board, previously failed to perform adequately or properly in professional services contracts or the offeror whose investigation shows, in the opinion of the Board, it not in a position to perform the contract.

The Board reserves the right to award the proposal within ninety (90) days from the date of the proposal opening unless a different time period is stated in the proposal document.

In the event of tie proposals where all other factors such as past performance are considered comparable, the awards shall be made to the Frederick County based vendor: the out-of-county but Maryland based vendor; and the out-of-state based vendor, in that order of preference.

#### 9. OBJECTIONS TO AWARD RECOMMENDATION

Any offeror objecting to the Purchasing Manager's recommendation for award may protest the Purchasing Manager's action by formally notifying, in writing, to the Executive Director of Fiscal Services. The offeror's written protest must be received in the Purchasing Department at least five (5) working days prior to the Board meeting for which the proposal award is scheduled. It is the offeror's responsibility to ascertain the date and time of the pertinent Board meeting. The protest must specifically and fully identify the offeror's objection(s); the legal basis for the objection, including the itemization of laws, regulations, policies, or proposal procedures, etc., which have allegedly been violated; a statement of all facts which support the offeror's position; a copy of all documents which are relevant or upon which the offeror is relying; and a statement as to the relief sought by the offeror.

10. OBJECTION TO AWARD

Any objections to an award made by the Board must be filed, in writing, to the Executive Director of Fiscal Services and received within ten (10) calendar days following the date of the award by the Board. The objection must specifically and fully identify the vendor's objections and any supporting legal or procedural authority.

11. CONTRACT

The form of contract may be noted in the Special Notices section of this solicitation or a copy may be included in this request for proposals. If not, the following applies. When the Board accepts a proposal and awards a contract, the purchase order/s, offeror's proposal, agreed upon schedules, addenda, shop drawings and other documents associated with the solicitation/award process will constitute the contract. Notification of the contract award will be made by letter after approval by the Board.

Subsequently, no amendment, modification or change to the Contract shall be effective unless such change is in writing and signed by authorized representatives of Frederick County Public Schools and the vendor. Changes may not significantly alter the original scope of the agreement.

12. SURVEYS, PERMITS, LAWS, REGULATIONS

The Board shall furnish all surveys unless otherwise specified.

Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor performs any work, which it knows or should know to be contrary to such laws, ordinances, rules and regulations, and without such notices to the Board, he/she shall bear all costs arising there from.

13. SUBCONTRACTOR

The Contractor shall give his/her personal attention constantly to the faithful execution of this contract. The Contractor shall keep the same under his/her own control and shall not assign or sublet by Power of Attorney or otherwise the work or any part thereof without the previous consent of the Purchasing Department or designated Contract Administrator. He/she may be required to submit, in writing, the name of each subcontractor he/she intends to employ, the portion of the contract to be performed, his/her place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish, satisfactorily, the services called for in the specifications.

14. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Failure by the Contractor to complete the work of the contract or within the time specified on the proposal form will entitle the Board to deduct and retain out of funds which may be due the Contractor under this contract, a sum as follows for each calendar day in excess of the time stated, (including Saturday, Sundays, and legal holidays) until the contract is complete in accordance with the specifications.

## LIQUIDATED DAMAGES

<u>Amount of contract</u>	<u>First 21 Days</u> <u>(Per Calendar Day)</u>	<u>Beyond 21 Days</u> <u>(Per Calendar Day)</u>
\$10,000 to \$25,000	\$100	\$150
\$25,001 to \$50,000	\$200	\$250
\$50,001 to \$75,000	\$300	\$350
\$75,001 to \$100,000	\$400	\$450

This sum shall not be considered as a penalty, but as a sum mutually agreed upon as the damages suffered by the Board because of delay.

Requests for extension of completion time due to causes over which the Contractor has no control will be reviewed after written application is made to the Purchasing Department or designated Contract Administrator. Requested must occur immediately upon occurrence of conditions for a time extension.

### 15. BILLING AND PAYMENT

The Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost. When requested, they shall give representatives of the Board access to accounts relating thereto.

Partial payments may be made at specific intervals depending upon the length and dollar value of the project. When partial payments are requested, the invoice or requisition for payment should be sent to the designated Contract Administrator for review prior to payment. Invoices for partial payments should be based upon percentage of the work performed.

An amount of 10% from each application for payment may be withheld until final acceptance of the project by the Board. This amount may cover possible unsatisfactory performance or other damages.

### 16. NON-COLLUSION

Vendor represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other vendor. Prices quoted in this proposal have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this Proposal.

Vendor represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the vendor) with the primary intent to solicit or secure this contract.

### 17. CONFLICT OF INTEREST

Offeror shall advise FCPS and/or FCC in writing as soon as possible but not later than the date of award of the contract of any known relationships with a third party, FCPS or FCC's employees or representatives which would present a significant advantage to one offeror over another offeror or present a conflict of interest with the rendering of products and services under this agreement.

#### 18. TERMINATION FOR DEFAULT

When the vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the Contractor, terminate the whole or any part of the contract in any of the following circumstances:

1. If the Contractor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
2. If the Contractor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or longer as authorized by the purchasing manager) after receipt of written notice from the purchasing manager of such failure, or:
3. If the Contractor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
4. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.

In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, and in such manner as the purchasing manager deems appropriate, products and services similar to those so terminated, and the Contractor shall be liable to FCPS for any excess cost for such similar services provided that the Contractor shall continue the performance of the contract to the extent not terminated.

If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

#### 19. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or from time to time in part, whenever FCPS shall determine that such termination is in the best interest of FCPS & or FCC. Written notice shall be given at least sixty (60) days in advance. FCPS & or FCC will pay for all services in accordance with contract pricing up to the date of the termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

#### 20. HOLD HARMLESS

It is understood that firms providing quotes for this project shall defend and hold harmless the Board of Education of Frederick County and its representations from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

## 21. PUBLIC INFORMATION ACT NOTICE

The Board of Education of Frederick County is obligated under the Maryland Public Information Act, Section 10-611 et. seq. of the *State Government Article* of the *Annotated Code of Maryland* to permit individuals to inspect and copy any public record unless the public record is expressly exempted from disclosure by statute. All documents that you submit to the school system will constitute a public record, which the school system must disclose under the Public Information Act unless the document qualifies for an exemption under the Act. If you maintain that any document or portion of a document submitted by you or on behalf of your company, qualifies for an exemption (e.g. commercial or financial information etc.), you must conspicuously label the document or applicable portions, state the basis for the exemption with specific statutory reference to the Maryland Public Information Act and explain why the exemption applies to the document. Failure to properly identify the information as instructed will result in the document being treated as a disclosable public record.

By submitting a proposal, the offeror agrees to indemnify and hold harmless the Board of Education of Frederick County for all costs and damages including court costs and legal fees which it incurs as a result of denying an application filed under the Maryland Public Information Act or other similar Freedom of Information Acts based on the offeror's designation of a document as exempt from disclosure.

## 22. CONTRACT DISPUTE

Any dispute resulting from a question or fact arising under this contract shall be decided by the Frederick County Public Schools' contract administrator and the purchasing manager who will reduce their decision to writing and furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless within thirty (30) days the Contractor furnishes to the contract administrator and purchasing manager a written appeal addressed to the Executive Director of Fiscal Services who may confer with the Board of Education (BOE) of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.

The Board of Education or duly authorized representative will review the appeal for the determination of such appeal and their finding shall be final and conclusive. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence. In connection with any appeal preceding under this clause the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision.

This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

## 23. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All technology-based instructional products must meet technical standards for accessibility established in Federal Section 508 of the Rehabilitation Act.

## 24. EMPLOYEES' RESPONSIBILITIES

All Contractors and subcontractors must abide by Board of Education policies and regulations while working on Frederick County public school property.

The Board of Education of Frederick County desires to maintain a safe, healthy, and productive environment free of alcohol and drugs. The Board endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.

Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

Be advised that individuals who are registered sex offenders are not eligible to work on any Frederick County Public Schools' project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the Contractor shall periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.



### A.3 GENERAL TERMS & CONDITIONS -FCC

1. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (90) days or as otherwise specified in the bid document. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
2. **ADDENDA:** The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.
3. **ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.
4. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the College all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and by the State of Maryland, relating to the particular goods or services purchased or acquired by the State of Maryland under said contract.
5. **APPLICABLE LAW:** The contract shall be construed and interpreted according to Maryland law.
6. **ASSIGNMENT OF CONTRACT:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest, therein, or their power to execute such contract in whole or in part to any other person, firm or corporation, without the previous written consent of the College's Purchasing Director, but in no case shall such consent relieve the Contractor from their obligation, or change the terms of the contract.
7. **AUDIT:** The offeror shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Frederick Community College, whichever is sooner. Frederick Community College and its authorized agents, and /or County auditors shall have full access to and the right to examine any of said materials during said period.
8. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the College shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
9. **AWARDS OR REJECTION OF BIDS:** In general, it is the intention of the Board to make award to responsive and responsible bidders submitting the lowest bid prices or as specified in the Bid/RFP document provided; (a) all the terms of the invitation have been met; (b) the prices are reasonable; and (c) it is in the best interest of the Board to accept them.

The Board reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any irregularity in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid

that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest. The College reserves the right to make an award on the basis of quality of construction, suitable for the use intended, lowest life cycle cost, compatibility or other pertinent factors.

Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of the Board that they have the necessary facilities, ability and financial resources to execute the work in a satisfactory manner, and within the time specified. Bidders may demonstrate that they have the necessary experience, history and references which will assure the Board of their qualifications for executing the work. (A detailed audited financial statement may be required). Notification of award will be made by "Notice of Intent to award" and/or by Purchase Order.

10. **BEHAVIOR OF CONTRACTOR EMPLOYEES:** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable College rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, the College reserves the right to demand the removal of any of the contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
11. **BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated in the bid must accompany each bid and be made payable to Frederick Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten and signed by a surety company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be non-substantial. Upon request bid bonds or checks will be returned to all except the three (3) lowest Bidders after the opening of bids, and the remaining checks or bid bonds will be returned upon request to all but successful Bidder(s) after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract.
12. **BIDDING INSTRUMENTS:** Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

13. **BILLING AND PAYMENT:** Each invoice shall reference the Frederick Community College's purchase order number. All invoices will be paid within (30) days unless otherwise specified in the bid document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.
14. **BRAND NAMES:** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.
15. **CANCELLATION DUE TO PERFORMANCE:** Frederick Community College reserves the right to cancel any contract, if, in its opinion, the Contractor's performance is unsatisfactory, or fails to adequately perform the stipulations of the bid, or of said contract and the general/special conditions and specification which are attached and made part of this proposal, or in any case of any attempt to willfully impose upon Frederick Community College any unacceptable quality. If at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If corrections are not made within the specified period, the College may terminate the contract. Any action taken by Frederick Community College under this section shall not affect or impair any rights or claim of Frederick Community College to damages for the breach of any covenants of the contract by the contractor. Should the Contractor fail to comply with the conditions of this contract or fail to provide adequate services, Frederick Community College reserves the right to cancel the contract without incurring further liabilities on the part of the college.
16. **CANCELLATION OF BID:** Frederick Community College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.
17. **CARE OF PREMISES:** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense. If the contractor fails or refuses to make such repair or replacement, the College will determine a cost and the Contractor shall be liable for the cost thereof, which may be charged or deducted from the Contractor price.
18. **COMPLIANCE WITH LAWS:** Offeror agrees to pay for all permits, licenses and fees and comply, at no additional cost to Frederick Community College, with all applicable Executive Orders, Federal, State, County, Bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this Agreement and as they may be amended from time to time, including the equal employment opportunity clause set forth in 41CFR 60-250.4
19. **CONFIDENTIALITY:** Offers must specifically identify those portions of their proposals, if any, which they deem to contain confidential or proprietary information of trade secrets and must provide justification to be considered by FCC in determining whether such material, upon request, should not be disclosed FCC. All requests for information shall be handled in accordance with the Freedom of Information Act.
20. **CONFLICT OF INTEREST:** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this Request for Proposal shall,

while such an employee, become or be an employee of the party or parties hereby contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

21. **CONTINGENT FEES:** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.
22. **CONTRACT AMENDMENTS:** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Frederick Community College before the supplier performs additional work on the project. The Contractor cannot accept purchase request for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the College.
23. **CONTRACT DEADLINES:** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.
24. **CONTRACT DOCUMENTS:** Unless otherwise noted, the general terms and conditions of this bid, any agreed upon schedules, addenda, shop drawings, the Contractors bid, the signed purchase order and other documents associated with the bid solicitation/ submission/ award process will constitute the contract. Contractors requiring a signed form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option may be utilized as the contract.
25. **CONTRACT TERMINATION:** Reasons for the termination of this agreement may include, but are not limited to the following:
  - Failure of the Contractor to meet the mandatory requirements as described in the bid.
  - Failure of the Contractor to meet required deadlines.
  - Failure of the Contractor to resolve problems in a timely manner.
  - Lack of College funding.
26. **CONTRACTORS:** This proposal invitation is extended to individuals or firms as primary contractors, who will execute the work specified with bona fide employees. No subcontractor shall assume the primary award of contract for obligation of this proposal that would relieve the vendor of any responsibility or obligations of this contract.
27. **CONTRACTOR IDENTIFICATION:** Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.
28. **DEBARMENT STATUS:** By submitting their proposal, Offeror(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

29. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, Frederick Community College, after due oral or written notice, may procure them from other sources and hold the firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the College may have.
30. **DELIVERY AND PACKING:** Prices shall be FOB Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. Unauthorized shipments are subject to rejection and return at contractors expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Frederick Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**
31. **DELIVERY OF PROPOSALS:** Sealed proposals must be received in the Purchasing Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder. Bids submitted by mail must be addressed to the Purchasing Office, Frederick Community College, 7932 Opossumtown Pike, Room G222, Frederick, MD 21702, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Purchasing Office, Frederick Community College, 7932 Opossumtown Pike, Bldg G, Room 222, Frederick, MD 21702.
32. **DRUG FREE WORKPLACE:** During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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
- a. of a controlled substance or marijuana is prohibited on College property or in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
  - b. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a firm, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Frederick Community College is committed to a work place and campus environment free of substance abuse and is committed to full compliance with the Drug-Free Workplace Act of 1988, the Drug-Free Schools and Communities Act of 1986, as amended in 1989, the Maryland Drug and Alcohol Abuse plan. The contractor and its subcontractors shall agree to comply with these acts and all other applicable local, state and federal laws.

33. **ERRORS IN PROPOSALS/INTERPRETATION:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- a. Should any bidder be in doubt as to the meaning of the specifications, or should he/she find any discrepancy or omission, he/she shall notify the Director of Purchasing at Frederick Community College or his representative as indicated in the bid document. All bidders will then be notified, in writing, of clarification or additional information by means of addenda.
  - b. Bids already submitted may be withdrawn without penalty prior to bid opening.
  - c. Errors discovered after opening may not be corrected.
  - d. If the bidder has made an error, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Director of Purchasing and/or the Board. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Director of Purchasing and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional errors departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
  - e. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.
34. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offeror(s) certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other firm, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
35. **FAILURE TO DELIVER:** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.
36. **HAZARDOUS AND TOXIC SUBSTANCES:** Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.
37. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offeror certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

38. **INDEMNIFICATION:** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

- a. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

39. **INSPECTION OF PREMISES:** If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work or cost required because of his or her failure to visit the site and to acquaint themselves with all the requirements and conditions of the requested service and/or obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

40. **INSPECTION OF PRODUCT OR SERVICE:** Except as may otherwise be provided, final inspection and acceptance or rejection will be at destination as promptly as possible, but failure to inspect and accept or reject shall not impose a liability on the College for such items that are not in accordance with the specifications. Items rejected at destination for non-conformance with specifications shall be removed by the seller at his/her own expense within 10 calendar days after notice of rejection.

41. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and will maintain such coverage for the contract period. Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:

- a. Workmen's Compensation Insurance as required by laws of the State of Maryland:  
Coverage A Statutory Coverage B, Employers Liability

- Bodily Injury by Accident: \$500,000 each accident
- Bodily Injury by Disease: \$500,000 policy limit
- Bodily Injury by Disease: \$500,000 each employee

- b. Commercial General Liability Insurance with limits of not less than:

- General Aggregate Limit  
(other than products/completed operations) \$2,000,000
- Products/Completed Operations Aggregate Limit \$2,000,000
- Personal and Advertising Injury Limit \$1,000,000
- Each Occurrence Limit \$1,000,000

- c. If automotive equipment is used in the operation, Comprehensive Automobile Liability Insurance with limits of not less than:

- Combined Single Limit of Liability  
Bodily Injury and Property Damage \$1,000,000

Coverage shall be applicable to all autos, owned, hired and non-owned.

All policies shall be issued by Insurance Carriers licensed to do business in the State of Maryland and having a rating in the latest edition of Best's Key Rating Guide, with a rating of a "VIII" or better. All of the policies addressed above of the offeror shall be primary to any insurance maintained by Frederick Community College and shall contain an endorsement acknowledging that any insurance maintained by Frederick Community College is excess. All policies shall include a Waiver of Subrogation in favor of the College.

Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the College in writing, 30 days in advance of the effective date of any reduction in the dollar amount of coverage, notice of non-renewal, termination or cancellation of this policy". Certificates of Insurance evidencing each of the above coverages shall be delivered to the College within 15 days following the date of notice of contract award. Such certificates shall also include:

- a. The College as additional insured.
- b. The requirement for advance notice of reduction in the dollar amount of insurance, non-renewal, termination or cancellation of or change in coverage.

The successful firm shall not allow any liens filed against Frederick Community College the property of Frederick by a person or firm for any reason arising out of the furnishing of services or materials by the firm. Any lien filed against Frederick Community College or its property shall be disposed of within 30 days of its filing. Failure of the contractor to dispose of such liens within the 30 day period shall constitute a default.

**42. MANDATORY USE OF FREDERICK COMMUNITY COLLEGE FORM AND**

**TERMS AND CONDITIONS:** Failure to submit a proposal on the official college form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal; however, Frederick Community College reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the College may, in its sole discretion, request that the firm withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of, or addition to, the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

**43. MARYLAND PUBLIC INFORMATION ACT:** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**44. MINORITY PARTICIPATION:** It is the policy of Frederick Community College to encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

**45. MULTIPLE BIDS:** No vendor/contractor will be allowed to offer more than one price on each item, even though they may feel that two or more types or styles will meet specifications. The vendor must determine for themselves which to offer. If said vendor



should submit more than one price on any item all prices for that item may be rejected at the discretion of the College.

46. **NON-COLLUSION:** By signing and submitting a proposal under this solicitation, the offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.
47. **NON-DISCRIMINATION:** Frederick Community College is committed to a policy of non-discrimination and equal opportunity in all procurement activities, to the end that College purchases and contracts shall be solicited and entered into without regard to the race, color, religion, sex, marital status, age, handicap or national origin or status as a Vietnam war veteran, qualified disabled veteran, or qualified individual with a disability, of any bidder, prospective bidder, vendor or contractor. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and take affirmative action to implement the provisions of this section.
48. **NON-VISUAL ACCESS:** The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase "equivalent access" means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output."
49. **PATENTS/COPYRIGHTS:** Contractor guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent or copyrights. Contractor will at his/her own expense, indemnify, protect and save harmless the College, its trustees, agents, employees and students from any claim, action, cost of judgment or liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract or arising out of the purchase or use of goods for which the Contractor is not the patentee, assignee, licensee or owner.
50. **PERFORMANCE ACCEPTANCE PERIOD:** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

51. **PREPARATION OF BID:** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by “Notice of Intent to Award” and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Frederick Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder’s place of business prior to award of contract to determine Bidder responsibility. . All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content. The College will not be responsible for any expense incurred by the contractor in preparing and submitting a proposal.
52. **PRODUCT TESTING DURING TERM OF CONTRACT:** Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.
53. **PRIME CONTRACTOR RESPONSIBILITIES:** The Offeror shall be responsible for supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with College staff in English in fulfilling the terms of the contract.
54. **QUALIFICATIONS:** Frederick Community College may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerors to perform the services/furnish the goods and the offeror shall furnish to Frederick Community College all such information and data for this purpose as may be requested. Frederick Community College reserves the right to inspect Offerors physical facilities prior to award to satisfy questions regarding the Offerors capabilities. Frederick Community College further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Frederick Community College that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
55. **RECEIPT OF BID:** It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of the proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
56. **REFERENCES:** Bidder must provide at least three references (or as indicated in the document requirements) from former or current clients who can confirm the Bidder’s experience with projects and services that are similar in size or scope. All reference information must include the company’s name and address and the contact’s name and telephone number. The references provided must be able to confirm, without reservation, the Bidder’s ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred.
57. **REGISTRATION FOR CORPORATIONS NOT INCORPORATED IN THE STATE OF MARYLAND:** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this

State. A copy of the registration or application for registration may be requested by the College.

58. **REJECTIONS AND CANCELLATIONS:** Frederick Community College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.
59. **RIGHT TO STOP WORK:** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.
60. **SAMPLES AND CATALOG CUTS:** If samples are required, Contractor shall provide them at no cost to the College and be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No.\_\_\_\_" and each sample shall be tagged or marked. Failure of the Contractor to clearly identify samples as indicated may result in rejection of Bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned and will be disposed of at the College's discretion. Disposal may include retention and use by the Board of Trustees without compensation to the offeror or person that furnished the samples.
61. **SIGNATURE:** Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**
62. **SPECIFICATIONS AND SCOPE OF WORK:** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.
63. **SUBCONTRACTORS/SUBCONSULTANTS:** The firm shall identify all proposed subcontractors who will be furnishing services under the terms of this bid. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by FCC. If a subcontractor/sub-consultant is determined to be unacceptable by FCC, the firm shall substitute an acceptable subcontractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subcontractor/sub-consultant to whom FCC has not objection; FCC reserves the right to reject the proposal. The firm will use only those subcontractors/sub-consultants approved by FCC. All subcontractors/sub-consultants shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor/sub-consultant, as if they were the contractor

referred to herein. The contractor is responsible for the contract performance whether or not subcontractor/sub-consultants are used.

64. **TAXES:** Sales to Frederick Community College are exempt from Federal, State or Municipal sales and excise tax. State sales and use tax certificates of exemption will be issued upon request. Frederick Community College sales and use tax exemption number is 30001185. Frederick Community College Tax payer identification number is 52-0743590.
65. **TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Frederick Community College. Insufficient funds shall be grounds for immediate termination of solicitation.
66. **TERMINATION FOR THE CONVENIENCE OF THE COLLEGE:** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Frederick Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which the effective date of termination shall be specified.
67. **TERMINATION OF CONTRACT:** The College reserves the right to cancel the contract awarded to the Contractor if, in the College's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract, performance there under is deemed to be unsatisfactory, the College shall so notify the contractor in writing, and the contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract at that time.
68. **USE OF THE CONTRACT BY OTHER AGENCIES AND EDUCATIONAL INSTITUTIONS:** While this bid is prepared on behalf of Frederick Community College, it is intended to apply to other Maryland educational institutions and public agencies in Frederick County, Maryland and State of Maryland as listed below:

- Frederick County Public Schools
- Frederick County Government
- Municipalities of Frederick County
- Maryland State Colleges and Universities

Unless the bidder takes an exception, the resulting award items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the bidder must so note on their Bid submission. Each of these agencies may purchase from the successful vendor under the same terms and conditions of the contract with FCC, in accordance with each agencies laws and regulations, or an agency may choose not to procure from the successful vendor at the agency's sole discretion. If another entity or one of the above named agencies elects to purchase under the contract, the purchase requests and funding from other agencies will be the responsibility of those agencies. Contracts between the contractor and other agencies shall not be binding or enforceable against the College. Frederick Community College cannot be held liable for the transactions of another entity or agency.

69. **Use and Ownership:** All documents, materials, or data developed as a result of this contract are Frederick Community College's (FCC) property. FCC has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. FCC may use this information for its own purposes, or use it for reporting to Federal agencies. The contractor warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by FCC.
70. **WARRANTY:** The vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Said vendor agrees to any repairs, labor, replacements, or necessary adjustments because of such defects to be made promptly by him/her and without cost to and the satisfaction of Frederick Community College. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The vendor further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at the vendor's sole expense. Also, said vendor shall be responsible for handling all warranty issues directly with the manufacturer and not delegating to Frederick Community College staff. Failure to do so may be reason for rejection or cancellation of the order. Additional warranty requirements may be set forth in the bid documents.

**B.1. INSURANCE REQUIREMENTS - FCG**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

General Liability coverage with minimum limits of:

- \$1,000,000 per Occurrence;
- \$2,000,000 General Aggregate;
- \$2,000,000 Prod/CO Aggregate;
- \$1,000,000 Personal/Advertising Injury;
- \$50,000 Fire Damage Legal Liability and
- \$5,000 Medical Expense
- General Liability must cover Premises/Operations; Products/Completed Operations; Contractual Liability; Independent Contractors; Broad Form Property Damage and Personal/Advertising Injury
- General Liability policy must include Frederick County Maryland as Additional Insured as indicated below.
- If the General Liability policy has a Self-Insured retention or Deductible greater than \$1,000, Contractor may be asked to submit audited financial statements for review.

Auto Liability with minimum limits of:

- \$1,000,000 Combined Single Limit, or
- \$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage
- Auto Liability policy must name Frederick County Maryland as Additional Insured as indicated below

Workers' Compensation coverage with minimum statutory limitsEmployers Liability coverage with minimum limits of:

- \$100,000 per Accident;
- \$100,000 per Employee; and
- \$500,000 per Policy

Professional Liability/ Error and Omissions coverage with minimum limits of:

- \$1,000,000 per occurrence;
- \$2,000,000 Aggregate.
- Professional Liability coverage must indicate if it provides Occurrence or Claims Made coverage;
- If Professional Liability coverage is written on a Claims Made form, coverage must be maintained for a minimum of 3 years after completion of the contract or “tail” coverage must be purchased.
- If the Professional Liability policy has a Self-Insured retention or Deductible greater than \$25,000, Contractor must submit audited financial statements for review.

- \*All certificates must name **Frederick County, Maryland** as Certificate Holder.
  - \*All certificates must include an authorized signature and provide for at least 30 days notice of cancellation.
  - \*All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher.
  - \*Any deductibles or self-insured retentions should be noted on the certificate.
  - \*Certificates must have the following phrase struck from the Cancellation text: "endeavor to".
  - \*Certificates must have the following phrase struck from the Cancellation text: "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"
  - \*Additional Insured language: **Frederick County, Maryland** will be named as additional insured on the General Liability and Auto Liability policies
- If any primary policy's limits fall short of the requirements, be sure to include on the certificate any excess policies that would extend these limits.

In the event the County's Risk Management determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the County, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Management Specialist or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Management to the Director of Procurement and Contracting within ten (10) days of receipt of notice from the Risk Management Specialist.

**B.2. INSURANCE REQUIREMENTS- FCPS****A. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

See the Special Notices section of the proposal document for any changes to the insurance requirements, if applicable.

The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least ten (10) days before work commences. The Contractor shall not commence work under this contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Board, nor shall the Contractor allow any subcontractor to commence work on his/her subcontracts until the insurance required of the subcontractor has been obtained and approved.

**B. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE**

The Contractor shall procure and shall maintain during the life of the contract Worker's Compensation Insurance as required by applicable state law for all of his/her employees to be engaged in work at the site of the project under the contract, and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

In addition, the Contractor shall procure and maintain during the life of the contract Employer's Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00

The Contractor will require any subcontractor to procure and maintain Worker's Compensation and Employer's Liability Insurance during the life of the contract.

It will be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for the failure of the Contractor or any subcontractor to comply with these provisions.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall procure and shall maintain during the life of the contact Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

**D. COMPREHENSIVE AUTOMOBILE LIABILITY**



The Contractor shall maintain Comprehensive Automobile Liability Insurance (including all automotive equipment owned, non-owned and hired, operated, rented, or leased). Minimum limits of Automobile Liability Insurance shall be:

1. Bodily Injury: \$1,000,000 per person/\$1,000,000 accident
2. Property Damage: \$1,000,000 each occurrence, or
3. Combined Single Limit Bodily Injury and Property Damage Liability: \$1,000,000

**E. SCOPE OF INSURANCE AND SPECIAL HAZARD**

The insurance required in B and C above shall provide adequate protection for the Contractor and subcontractors, respectively, against damage claims, which may arise from operations under the contract, whether such operations are by the insured or by anyone directly or indirectly employed by him. Insurance coverage required under B above shall specifically include property damage caused by conditions otherwise subject to exclusions “X, C, U” (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above “X, C, U” coverage.

**F. SUBCONTRACTOR’S INSURANCE**

The Contractor shall either:

1. Require each of his/her subcontractors to procure and to maintain during the life of the subcontracts Liability Insurance of the type and in the same amounts as specified in D above, or
2. Insure the activities of the subcontractors in his/her own policies. It will be the responsibility of the Contractor to insure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for the failure of the Contractor or any subcontractor to comply with these provisions.

**G. PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall furnish the Board with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates also shall contain substantially the following statement: The insurance covered by this certificate will not be concealed or materially altered, except after thirty (30) days written notice has been received by the Board.

**H. PROFESSIONAL LIABILITY INSURANCE**

The Contractor shall maintain professional liability and errors and omissions coverage in the Minimum amounts of \$1,000,000 per claim and \$3,000,000 in aggregate, unless noted otherwise under Special Notices.

- I. The Owner, Board of Education of Frederick County, the Frederick County Board of Commissioners and other entities stipulated by Owner shall be named as additional insured parties on all Contractor policies, other than Worker’s Compensation Insurance policy. The Contractor’s insurance shall be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other named entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A- / XII.

**B.3. INSURANCE REQUIREMENTS - FCC**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and will maintain such coverage for the contract period. Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:

- a. Workmen's Compensation Insurance as required by laws of the State of Maryland:
  - Coverage A Statutory Coverage B, Employers Liability
  - Bodily Injury by Accident: \$500,000 each accident
  - Bodily Injury by Disease: \$500,000 policy limit
  - Bodily Injury by Disease: \$500,000 each employee
- a. Commercial General Liability Insurance with limits of not less than:
  - General Aggregate Limit (other than products/completed operations) \$2,000,000
  - Products/Completed Operations Aggregate Limit \$2,000,000
  - Personal and Advertising Injury Limit \$1,000,000
  - Each Occurrence Limit \$1,000,000
- b. If automotive equipment is used in the operation, Comprehensive Automobile Liability Insurance with limits of not less than:
  - Combined Single Limit of Liability  
Bodily Injury and Property Damage \$1,000,000

Coverage shall be applicable to all autos, owned, hired and non-owned. All policies shall be issued by Insurance Carriers licensed to do business in the State of Maryland and having a rating in the latest edition of Best's Key Rating Guide, with a rating of a "VIII" or better. All of the policies addressed above of the offeror shall be primary to any insurance maintained by Frederick Community College and shall contain an endorsement acknowledging that any insurance maintained by Frederick Community College is excess. All policies shall include a Waiver of Subrogation in favor of the College.

Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the College in writing, 30 days in advance of the effective date of any reduction in the dollar amount of coverage, notice of non-renewal, termination or cancellation of this policy". Certificates of Insurance evidencing each of the above coverages shall be delivered to the College within 15 days following the date of notice of contract award. Such certificates shall also include:

- a. The College as additional insured.
- b. The requirement for advance notice of reduction in the dollar amount of insurance, non-renewal, termination or cancellation of or change in coverage.

The successful firm shall not allow any liens filed against Frederick Community College the property of Frederick by a person or firm for any reason arising out of the furnishing of services or materials by the firm. Any lien filed against Frederick Community College or its property shall be disposed of within 30 days of its filing. Failure of the contractor to dispose of such liens within the 30 day period shall constitute a default.

## C.1 SCOPE OF SERVICE - FCG

1. The County desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The basic financial statements are included in the County's Comprehensive Annual Financial Report.
2. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
3. To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, Audits of State and Local Governments and the State of Maryland's audit requirements enumerated in Article 19, Section 19, Section 40 of the Maryland Annotated Code.
4. Annually, prior to the start of each audit, the auditor shall present to the County, for review and agreement, an engagement letter that will set forth an understanding of the engagement.
5. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Director of Finance and the Chief Administrative Officer.
6. The financial statements of the Frederick County Public Libraries (FCPL) are included as a component unit of the financial statements of the County. The scope of the County's audit must include these financial statements. There is not a separate audit performed of the FCPL.
7. The auditor is required to audit the Schedule of Expenditures of Federal Awards as required by Governmental Auditing Standards, in connection with the performance of the Single Audit and provide an "in relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the Comprehensive Annual Financial Report. Relative to the Schedule of Expenditures of Federal Awards, the auditor is expected to print and make available to the County five (5) bound copies and one (1) unbound copy of the report.
8. Performance of Federal and/or State requirements related to the issuance of the following:
  - a. Annually, issue an Independent Accountant's Report on Applying Agreed upon Procedures concerning the CFO letter for Financial Assurance required for Closure and Post Closure Costs of Municipal Landfills.
  - b. Annually, issue the auditor's review of the State Uniform Financial Report.
  - c. Annually, audit the Schedule of Revenues and Expenditures for the Office for Children and Families.

- d. Annually, audit of the financial statements for Bell Court Apartments.
  - e. Annually, attest to the Statement of Client Attendance Days and Client Fees of Scott Key Center in accordance with guidelines established by the Maryland Department of Health and Mental Hygiene, Developmental Disabilities Administration
  - f. Annually, attest to the accuracy of the wage data included in Scott Key Center's Wage Survey Form in accordance with guidelines established by the Maryland Department of Health and Mental Hygiene, Developmental Disabilities Administration
  - g. Annually, audit the County's Statement of 911 Revenues and Expenditures. The fees for this service are coordinated between FCG, the audit firm and the State of Maryland. In recent years, the audit firm has billed the State directly. However, this is subject to change.
9. The selected firm shall also be represented at monthly Interagency Internal Audit Authority meetings when County related matters are being addressed and as considered necessary.
10. Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:
- a. A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
  - b. A report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with government auditing standards.
  - c. A report on compliance and internal control over compliance applicable to each major federal program in accordance with OMB Circular A-133
  - d. The firm shall make a public presentation at the conclusion of the audit at a regular meeting of the County Council of Frederick County, Maryland (CC). The County Executive shall select the date and time.
  - e. At the conclusion of each audit, the auditor will provide a management letter. This letter must be reviewed with the County's Director of Finance in draft form before issuance and should include a management response.

In the required reports on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit at the time the reportable conditions are discovered. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

The report must be reviewed with the County's Director of Finance and include a management response before issuance of the report. Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate letter to management, which shall be referred to in the report[s] on

compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

#### 11. Additional Services

- a. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities, which will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor, to issue a "letter of consent and citation of expertise" as the auditor. These related services will be billed in accordance with the rates as stated in Appendix B under the "Schedule of Professional Fees and Expenses for Additional Services". If this schedule is different for FCG, FCPS or FCC, the appropriate additional renditions of Appendix B should be provided and be clearly marked by jurisdiction.
  - b. Any specialized grant requirements beyond the scope of the RFP may be negotiated with the successful proposer or proposed separately, as will any special consultation projects. It is expected that the successful firm have the resources to perform consulting engagements.
12. All working papers and reports must be retained, at the auditors' expense, for a minimum of seven years, unless the firm is notified in writing by the County of the need to extend the retention period. Upon request of the County, the auditor shall make the working papers available to the County's cognizant audit agency, the U.S. Government Accountability Office, parties designated by the federal and state governments as part of an audit quality review, and auditors of entities of which the County is a recipient or sub-recipient of grant funds, auditors of entities. In addition, the firm shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing significance.

## C.2 **SCOPE OF SERVICE– FCPS**

1. The auditor is required to perform a financial and compliance audit of the Board of Education of Frederick County, MD, operating as Frederick County Public Schools (FCPS), and to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The basic financial statements are included in the FCPS Comprehensive Annual Financial Report.
2. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
3. To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, Audits of State and Local Governments and the State of Maryland's audit requirements enumerated in Article 13A.02.07 of the Maryland Annotated Code.
4. Annually, prior to the start of each audit, the auditor shall present to FCPS, for review and agreement, an engagement letter that will set forth an understanding of the engagement.
5. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Director of Budget and Finance.
6. The auditor is required to audit the Schedule of Expenditures of Federal Awards as required by Governmental Auditing Standards, in connection with the performance of the Single Audit and provide an "in relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the Comprehensive Annual Financial Report. Relative to the Schedule of Expenditures of Federal Awards, the auditor is expected to print and make available to FCPS fifteen (15) bound copies and one (1) unbound copy of the report.
7. FCPS has applied for, and received, the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) and the Association of School Business Officials (ASBO). The intent is to continue participation in these award programs. The school system expects the auditors to review the Comprehensive Annual Financial and Compliance Report (CAFR) for compliance with all points on the related award checklists and to review the responses to prior year comments and applicable adjustments made due to prior year comments.
8. The selected auditing firm shall rely primarily on its own staff and resources for performing the audit procedures required for the performance of the Financial and Single Audit. FCPS contracts with an independent certified public accountant to perform audits of the Student

Activity Funds and Food and Nutrition Services cash collection procedures, and there may be reliance on his/her work papers as deemed necessary.

9. The annual audit must be completed so that the CAFR due to the MSDE each September 30 can be filed in a timely manner. FCPS is responsible for the printing of the CAFR. Sign off on the audit is anticipated by September 24 to allow for printing and delivery of the report to MSDE. The Single Audit should be completed as close to the completion of the audit of the CAFR as possible.
10. The Report on Internal Controls and if applicable, the Management Letter, containing comments and recommendations for correction of internal control weaknesses and improvements in operating procedures, shall be submitted to the Director of Budget and Finance on or before September 30 of each year. Twenty-five copies of these reports are to be submitted to the Director of Budget and Finance for distribution to the Superintendent of Schools and Board of Education members. This report shall be distributed to other appropriate staff members and outside agencies as deemed appropriate by the Director of Budget and Finance and/or the Superintendent of Schools.
11. At the conclusion of the audit, but prior to the issuance of any reports, the selected audit firm shall meet with the Director of Budget and Finance and other appropriate staff members to discuss drafts of the auditor's reports.
12. A representative from the audit firm, preferably the partner responsible for this engagement, may be requested to meet with the Superintendent of Schools and the Board of Education members in October each year to review the Financial Audit and any related management type reports.
13. All supporting work papers and schedules required in the performance of the audit, except those addressed below, are the responsibility of the audit firm and must be retained for a minimum of seven years.
14. The staff of the FCPS' Division of Fiscal Services shall be available to assist the selected firm in answering unresolved questions as deemed appropriate by the Director of Budget and Finance or the appropriate division manager/officer.
15. FCPS shall provide the following listings, worksheets, and schedules:
  - a. Trial Balances from all funds.
  - b. List of all restricted programs.
  - c. Account analysis of selected balance sheet accounts.
  - d. Account analysis of selected revenue and expense accounts.
  - e. Prepared spreadsheets from budgetary basis general ledger to generally accepted accounting principles (GAAP) basis.
  - f. Governmental Accounting Standards Board (GASB) 34 Government-Wide spreadsheet analysis.
  - g. Other Post Employment Benefit (OPEB) spreadsheets, including biannual actuarial report.
  - h. Account analysis of all closed construction projects.
  - i. Review of open encumbrances at year end
  - j. Capital Assets worksheets.
  - k. Inventory schedules.

16. FCPS shall provide adequate working space, local telephone service, necessary computer access within the capabilities of the school system, and routine reproduction facilities.
17. FCPS shall provide the following other services for the selected firm:
  - a. Pull and re-file selected supporting documents or assist and train auditors to retrieve electronically filed documents.
  - b. Assist in location of appropriate documents and supporting information from school system personnel and from outside organizations.
  - c. Type required confirmation requests and letters to attorneys.

**Other Services:**

The selected firm shall be available for consultation on such matters as accounting, financial reporting, grant administration, payroll, and employee benefits during the fiscal year. Over the last several years, such services have required an average of 10 to 15 hours per year and include attendance at the Interagency Internal Audit Authority (IIAA) monthly meetings.

**Audit Performance Monitoring:**

The performance of the selected firm will be continually monitored by the Director of Budget and Finance. This monitoring will be done with a reasonable and flexible attitude. The school system desires to maintain open and effective communications during the audit engagement. The following areas will be closely monitored throughout the entire audit process:

1. Staff assigned to the audit – Substitutions for proposed assigned staff shall not be allowed unless approved by the Director of Budget and Finance.
2. Proposed participation by the senior and higher level staff assigned to the audit – Deviation from the proposed participation must be explained in writing and approved by the Director of Budget and Finance.
3. Assistance from the school system's staff – No services shall be provided to the selected firm beyond those agreed to in the specification and/or proposal unless deemed appropriate and beneficial by the Director of Budget and Finance.
4. Audit tests and procedures – The audit approach shall be described in the audit specification and/or proposal. Any adjustments to the audit approach must be submitted in writing and approved by the Director of Budget and Finance. The failure of the auditor to perform as proposed or in accordance with approved deviations shall be justification for cost reduction or voiding of the audit contract.

**Additional Contract Terms:**

1. Amendments to the original terms of the contract will be entertained between the anniversary dates upon written notification by either party. No changes in price(s) submitted will be accepted unless there are significant additional requirements by the Board of Education. Changes will not necessarily be approved and are subject to careful review.
2. The Board of Education may renew this contract on a year-to-year basis on or before its regularly scheduled meeting in May of each year based upon satisfactory performance by the auditing firm as determined by the Director of Budget and Finance and staff.
3. The contract will consist of the enclosed specifications, the written proposal submitted by the successful audit firm, the "Notice of Award" from the Frederick County Board of Education, and any agreed upon written changes or clarifications.



### **Contract Administration**

This contract will be administered by Mr. Robert Reilly, Director of Budget and Finance, Frederick County Public Schools. Please refer all technical questions regarding these specifications to him via email at [robert.reilly@fcps.org](mailto:robert.reilly@fcps.org).

**C.3 SCOPE OF SERVICE - FCC**

FCC requires a full financial audit, which will include:

**Financial Statements**

1. An independent auditor's report and opinion as to whether the financial statements present fairly the Colleges financial position, and the changes in its net assets and its cash flows as of June 30 in conformity with accounting principles generally accepted in the United States of America and Government Auditing Standards. An independent auditor's report on internal control over financial reporting and on compliance and other matters performed in accordance with GAS
2. A management letter identifying existing control deficiencies, especially any considered material or significant in accounting, procedures or internal control, and any other matters that come to the auditor's attention, together with any recommendations for corrections or improvements.
3. Report on the fairness of the presentation of the annual filing of the MHEC-CC-4.

**SINGLE AUDIT**

1. Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control over Compliance in Accordance with Office of Management and Budget (OMB) Circular A-133 Requirements; Schedule of Federal Findings and Questioned Costs; Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*.
2. The selected firm shall be responsible for the reproduction of 15 copies of the Single Audit Report and the Report on Internal Controls and if applicable, the Management Letter. The Single Audit Report shall be bound by the selected firm in an appropriate binder or folder containing the name of the selected firm.

**Frederick Community College Foundation**

1. An independent auditor's report and opinion as to whether the financial statements present fairly the Colleges Foundation and the Foundation for the FCC Fund Inc. financial position, and the changes in its net assets and its cash flows as of December 31 in conformity with accounting principles generally accepted in the United States of America.
2. An independent auditor's report on internal control over financial reporting and on compliance and other matters performed in accordance with financial auditing standards.
3. A management letter identifying existing control deficiencies, especially any considered material or significant in accounting, procedures or internal control, and any other matters that come to the auditor's attention, together with any recommendations for corrections or improvements.
4. Prepare Form 990 Return of Organization Exempt From Income Tax for the Colleges Foundation and the Foundation for the FCC Fund.

**Other Services**

The selected firm shall be available for consultation on such matters as accounting, financial reporting, grant administration, payroll, and employee benefits during the fiscal year.

**Audit Performance Monitoring**

The performance of the selected firm staff will be continually monitored by the Associate Vice President of Fiscal Services. This monitoring will be done with a reasonable and flexible attitude. The College desires to maintain open and effective communications during the audit engagement. The following areas will be closely monitored throughout the entire audit process:

1. Staff assigned to the audit—Substitutions for proposed assigned staff shall not be allowed unless approved by the Associate Vice President of Fiscal Services.
2. Proposed participation by the senior and higher level staff assigned to the audit – Deviation from the proposed participation must be explained in writing and approved by the Associate Vice President of Fiscal Services.

Reference to Most Recent Official Statements

**D.1. FCG**

The most recent Official Statement for FCG can be viewed at:

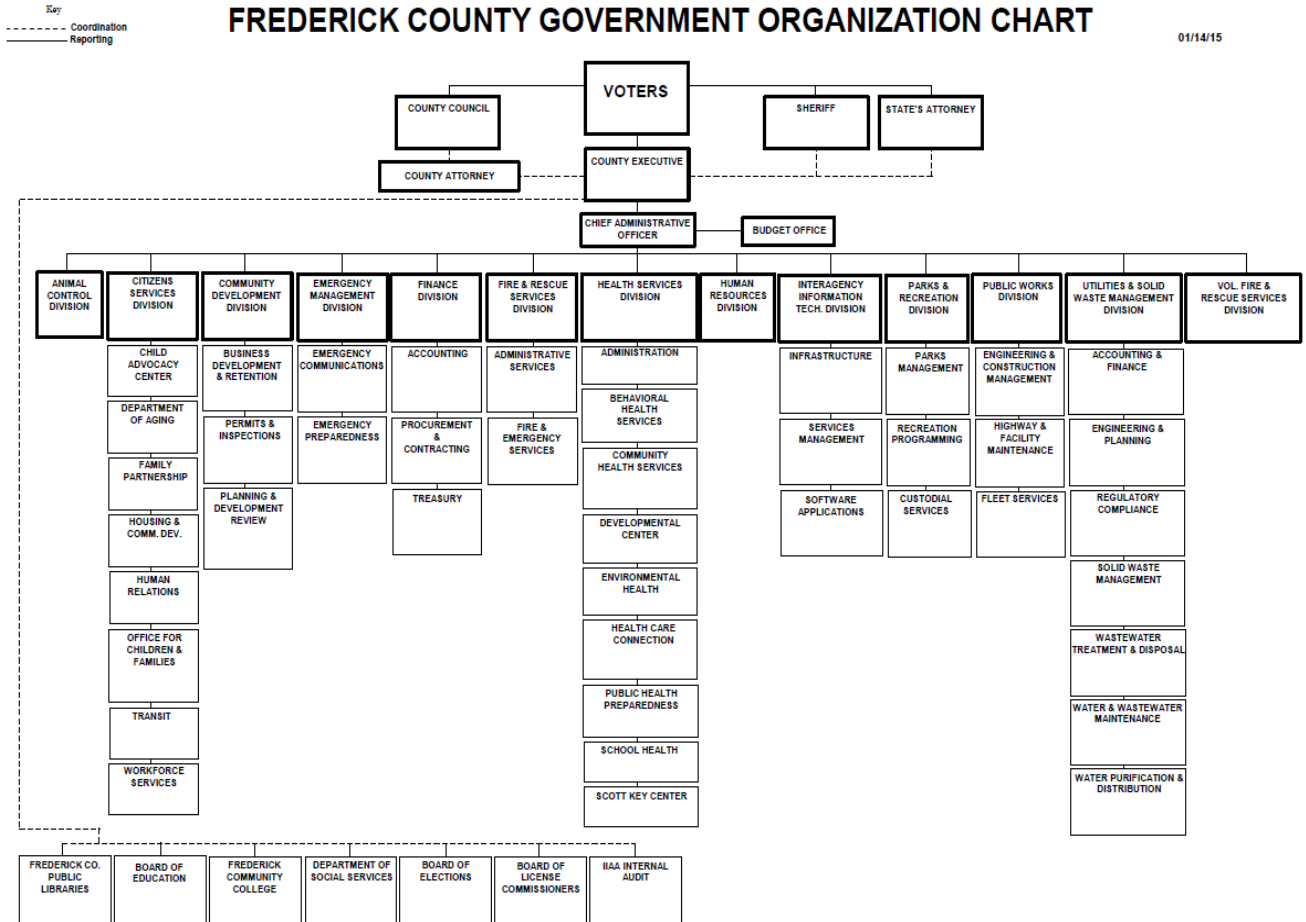
<http://www.frederickcountymd.gov/2716/Financial-Information>

**D.2. FCPS**

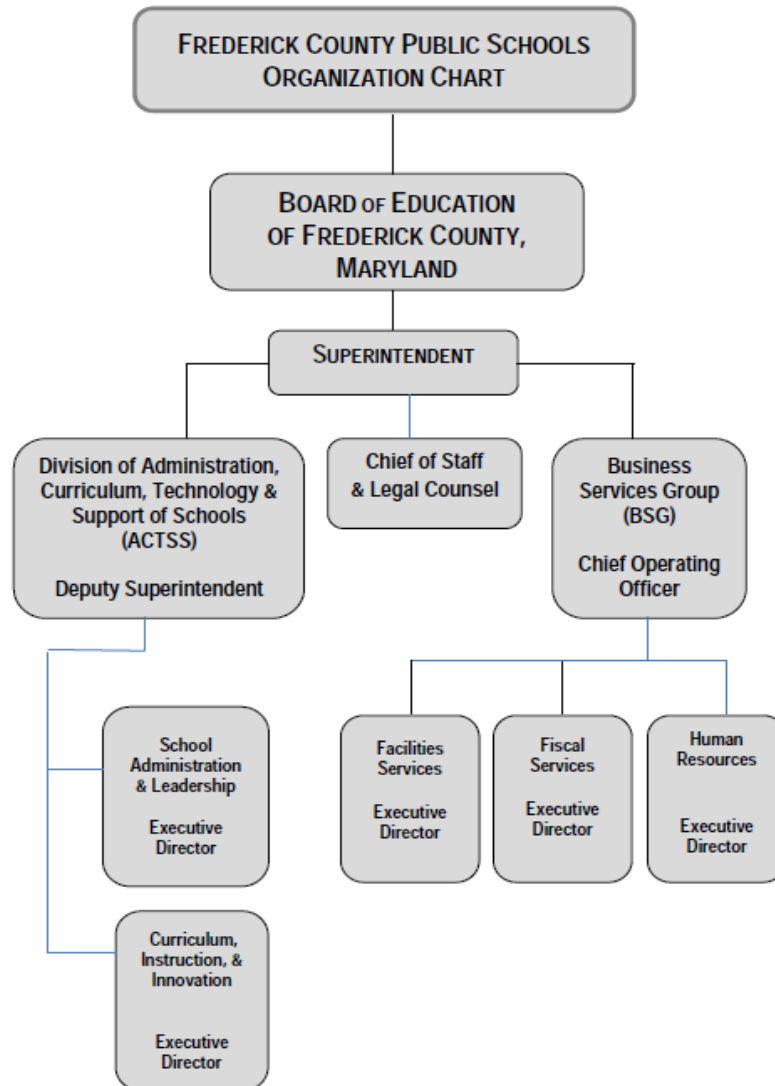
FCPS does not issue debt and therefore has no Official Statements

**D.3 FCC**

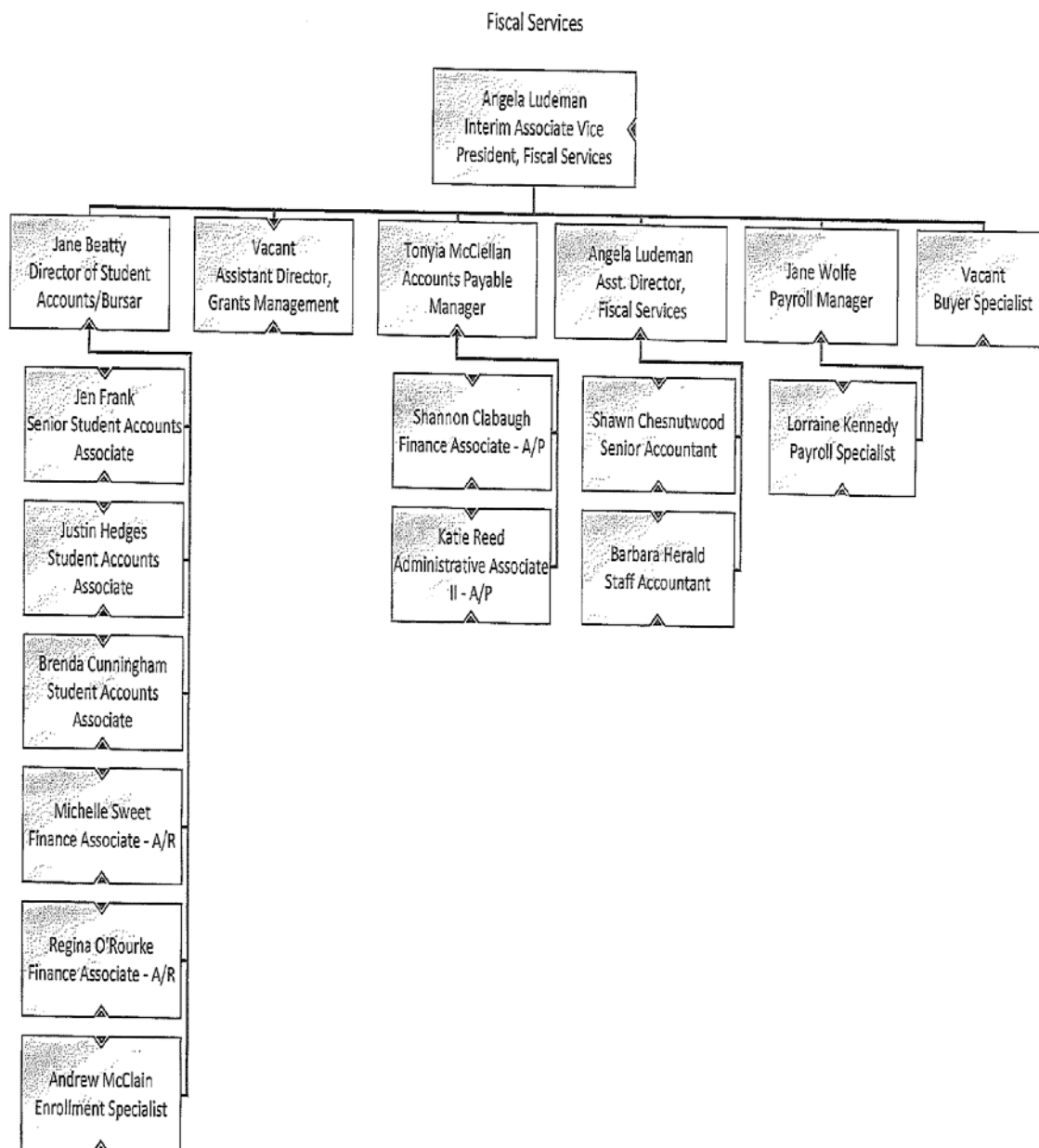
FCC normally does not issue debt. However, in Fiscal Year 2014, FCC issued debt for a parking garage and participated in a Recovery Zone debit program through the State of Maryland. Copies of the resulting Official Statement can be requested in writing to Dana McDonald, Vice President for Administration, 7932 Opossumtown Pike, Frederick, MD 21702.

**E.1. ORGANIZATION CHART - FCG**

## **E.2. ORGANIZATION CHART - FCPS**



### E.3. ORGANIZATION CHART - FCC



LIST OF KEY PERSONNEL, OFFICE LOCATIONS AND TELEPHONE NUMBER**F.1. KEY PERSONNEL – FCG:**

<u>Name and Title</u>	<u>Location of Office</u>	<u>Telephone</u>
Jan H. Gardner, County Executive	12 East Church Street	301.600.7705
Bud Otis, President, County Council	12 East Church Street	301.600.1108
Doug Browning, CPA, Chief Administrative Officer	12 East Church Street	301.600.1303
John Mathias, County Attorney	12 East Church Street	301.600.1031
Lori Depies, CPA, Director of Finance	12 East Church Street	301.600.1753
Michael Gastley, Interim Budget Officer	12 East Church Street	301.600.1623
Erin White, CPA, Director of Accounting	12 East Church Street	301.600.1193
Diane Fox, CPA, Director of Treasury	30 North Market Street	301.600.1114
Diane George, Director of Procurement and Contracting	12 East Church Street	301.600.1047
Susan Keller, CPA, Financial Services Manager	12 East Church Street	301.600.1118
Mitch Hose, Director of Human Resources	12 East Church Street	301.600.1148
Sherry Weakley, IIT Director	117 East Church Street	301.600.2377

**F.2. KEY PERSONNEL – FCPS:**

Brad Young, President, BOE	191 South East Street	301.696.6850
Theresa R. Alban, Ph.D., Superintendent of Schools	191 South East Street	301.696.6910
Jamie Cannon, BOE Attorney	191 South East Street	301.696.6851



Leslie Pellegrino, Executive Director of Fiscal Services	191 South East Street	301.644.5009
Robert Reilly, Director of Budget & Finance	191 South East Street	301.644.5050
Stephen Starmer, Purchasing Manager	191 South East Street	301.644.5074
Derek Root, Director of Technology Infrastructure	191 South East Street	301.644.5318

**F.3. KEY PERSONNEL – FCC:**

Debra Borden, Chair, Board of Trustees	7932 Opossumtown Pike	301.846.2442
Elizabeth Burmaster, President	7932 Opossumtown Pike	301.846.2442
Dana McDonald, Vice President for Administration	7932 Opossumtown Pike	301.846.2458
Angela Ludeman, Interim Associate VP, Fiscal Services	7932 Opossumtown Pike	301.846.2660
Wayne Keller, Chief Technology Officer	7932 Opossumtown Pike	301.846.2548

REFERENCE TO MOST RECENT BUDGET DOCUMENTS

**G.1 BUDGET DOCUMENTS - FCG:**

The most recent budget documents for FCG can be viewed at

<http://www.frederickcountymd.gov/66/Budget>

**G.2 BUDGET DOCUMENTS - FCPS:**

The most recent budget documents for FCPS can be viewed at

[www.fcps.org/publications](http://www.fcps.org/publications)

**G.3 BUDGET DOCUMENTS - FCC:**

Copies of the Budgets can be requested via a written request to Frederick Community College,  
Attn: Fiscal Services, 7932 Opossumtown Pike, Frederick, MD 21702

REFERENCE TO MOST RECENT FINANCIAL STATEMENTS

**H.1 FINANCIAL STATEMENTS - FCG:**

The most recent financial statements for FCG can be viewed at

<http://www.frederickcountymd.gov/2716/Financial-Information>

**H.2 FINANCIAL STATEMENTS- FCPS:**

The most recent financial statements for FCPS can be viewed at

[www.fcps.org/publications](http://www.fcps.org/publications)

**H.3 FINANCIAL STATEMENTS- FCC:**

The most recent financial statements for FCC can be viewed at

<http://www.frederick.edu/Working-With-FCC/Financial-Statements>

**REFERENCE TO MOST RECENT SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**("SINGLE AUDIT")**

**I.1 SINGLE AUDIT - FCG:**

The most recent copy of Expenditures of Federal Awards ("Single Audit") for FCG can be viewed at:

<http://www.frederickcountymd.gov/2716/Financial-Information>

**I.2 SINGLE AUDIT- FCPS:**

The most recent copy of Expenditures of Federal Awards ("Single Audit") for FCPS can be viewed at:

[www.fcps.org/publications](http://www.fcps.org/publications)

**I.3 SINGLE AUDIT - FCC:**

The most recent copy of Expenditures of Federal Awards ("Single Audit") for FCC can be requested via a written request to Frederick Community College, Attn: Fiscal Services, 7932 Opossumtown Pike, Frederick, MD 21702

## PENSION PLANS

### **J.1. PENSION PLANS - FCG**

FCG administers a single-employer pension plan and participates in two cost-sharing multiple-employer pension plans administered by the State of Maryland. The plan administered by the County does not issue a stand-alone financial report and is not included in the report of a public employee retirement system of another entity. A detailed disclosure of these plans, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.1. for a reference to the report.

### **J.2. PENSION PLANS - FCPS**

The employees of FCPS are covered by the Teachers' Retirement System of the State of Maryland, the Teachers' Pension System of the State of Maryland, or the Employees' Retirement System of the State of Maryland. These systems are part of the State Retirement and Pension System (the "State System"), and are cost sharing multiple-employer public retirement systems. A detailed disclosure of these plans, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.2. for a reference to the report.

### **J.3. PENSION PLANS - FCC**

Substantially all permanent employees of the College are covered under one of the three cost-sharing multiple-employer pension/retirement plans. Two of these plans are provided directly by the State of Maryland, and the employer funding for eligible College employees is provided directly by the State. The other retirement plan, provided through TIAA/CREF, is an option for certain professional employees and is also provided for those College employees for which the State does not provide employer share funding of retirement benefits.

**OTHER POST EMPLOYMENT BENEFIT PLANS (OPEB)****K.1. OPEB – FCG**

FCG participates in an OPEB Trust. The plan does not issue a stand-alone financial report and is not included in the report of a public employee retirement system of another entity. A detailed disclosure of this plan, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.1. for a reference to the report.

**K.2. OPEB – FCPS**

FCPS participates in an OPEB Trust. The plan does not issue a stand-alone financial report and is not included in the report of a public employee retirement system of another entity. A detailed disclosure of this plan, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.2. for a reference to the report.

**K.3. OPEB - FCC**

The Frederick Community College Healthcare Plan is approved by the Board of Trustees and is defined in Policy 3.20. This policy provides for those retirees who are collecting benefits through either the Maryland State System or one of the state-approved Optional Retirement Plans (ORPs) to continue their healthcare coverage at their expense indefinitely. The College does not participate in an OPEB Trust.

### Summary Information for Automated Financial Systems of FCG, FCPS and FCC

Server	Application	Model	Operating System	Serial Number
NT1S127A	County Peoplesoft HR PRD Database Server	PowerEdge R610	Microsoft(R) Windows(R) Server 2003, Enterprise Edition	G2PHKS1
NT1S51	County Peoplesoft HR PRD App/Web Server	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Enterprise Edition	VMware-56 4d 4d 3e 28 fc 01 22-5f a3 41 97 95 d9 68 2c
NT1S88	County PeopleSoft Finance PRD Database Server	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Enterprise Edition	VMware-42 1a 85 3a 15 f9 e1 58-04 d7 cd 8e a9 cd 87 fd
NT1S57VM	County PeopleSoft Finance PRD App Server	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Standard Edition	VMware-42 05 f3 ea 43 03 c8 44-fa 62 fb ff 6b cf 07 30
NT1S56	County PeopleSoft Finance PRD Web server	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Standard Edition	VMware-56 4d ef eb 48 e4 3e de-17 04 39 fd 8d f7 0b e1
nt1s89vm	Finance PeopleSoft Reports/ColdFusion	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Standard Edition	VMware-50 10 94 38 8c 97 ef 5d-f5 cb ca e3 65 a9 25 d6
NT1S7A	County PeopleSoft Finance DEV Server - Database/Web/App Server	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Enterprise Edition	VMware-42 1a 4e ae 1c ba df 5d-c3 99 8f 2a ed 72 b9 f1
NT1S7BVM	County PeopleSoft Finance DEV Server	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Standard Edition	VMware-42 32 46 59 c8 b2 6e 96-60 45 83 b6 52 7d 06 19
NT1S52	County PeopleSoft HR DEV Database Server	PowerEdge R610	Microsoft(R) Windows(R) Server 2003, Enterprise Edition	J4Z07K1
NT1S32	County PeopleSoft HR DEV App/Web Server	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Standard Edition	VMware-56 4d 42 40 51 48 e8 1e-73 92 4c d0 98 e0 7a d5
NT1S92FY10	County Applications- Database Server - TeamBudget, Timesheet, Recordation,Phone Billing, EMMA	PowerEdge R610	Microsoft(R) Windows(R) Server 2003, Enterprise Edition	5FV93M1
NT1S30VM	TeamBudget Application Server	VMware Virtual Platform	Microsoft Windows Server 2008 R2 Standard	VMware-42 32 2d e0 95 08 72 12-5f 92 1f c1 06 ef 97 87
NT1S13FY10	County Database Server- Trapeze PRD database	PowerEdge R610	Microsoft Windows Server 2008 R2 Enterprise	HHVTVL1
NT1S29	Telesoft Call Accounting	PowerEdge R610	Microsoft Windows Server 2008 R2 Enterprise	H0F2YQ1
NT1S33VM	Hansen Dynamic Portal	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Standard Edition	VMware-50 0e 47 11 33 93 40 b4-0d 7e b5 c3 18 d8 f0 aa
NT1S43	Hansen	PowerEdge 2950	Microsoft(R) Windows(R) Server 2003, Standard Edition	CV3D6F1
NT1S38VM	Munis Server	VMware Virtual Platform	Microsoft® Windows Server® 2008 Enterprise	VMware-56 4d 5a 48 7c f4 eb c3-12 f2 88 da 25 fa e5 3c
NT1S93VM	Happy Software- Housing	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Standard Edition	VMware-56 4d 06 92 52 9f 18 4a-5a 41 57 45 86 83 82 e9
NT1S48VM	DUSWM Labworks application server	VMware Virtual Platform	Microsoft(R) Windows(R) Server 2003, Standard Edition	VMware-50 2d 3c f5 3a bc 41 ec-bf 09 8a 08 10 14 fd df
NT1S98VM	Compu Weigh (Landfill Billing /Finance WH)	VMware Virtual Platform	Microsoft Windows Server 2008 R2 Enterprise	VMware-42 24 24 36 07 43 3c 19-40 7e b9 25 0e 2b 53 15
nt1s5	County File Server	VMware Virtual Platform	Microsoft Windows Server 2008 R2 Enterprise	VMware-42 24 77 b5 92 00 1c eb-ea 20 f6 37 c7 ff e3 21
NT1S143FY11	FCC PeopleSoft Finance Database Server	PowerEdge R710	Microsoft® Windows Server® 2008 Standard	2DNYKM1
NT1S82FY09	FCC PeopleSoft Finance Applications Server	PowerEdge R610	Microsoft® Windows Server® 2008 Standard	
Hosted	OpSolve Utility Billing System - Used by the Division of Utilities and Solid Waste Management for Water and Sewer Billing			
Hosted	JP Morgan Chase - Procurement Card Reconciliation System			
Hosted	Active Net - Parks and Recreation registration system for both classes and facilities			

## PeopleSoft- FCPS HR Admin

FCPS application servers are located at FCPS not Frederick County Government

The screenshot shows a web browser window with the URL <https://fcgapps/SystemIn/Applications.aspx>. The page displays a form for configuring the 'Peoplesoft - FCPS HR Admin' application. The form includes various fields for product details, system type, and support information. At the bottom, there are 'Update' and 'Delete' buttons.

Product Name *	Peoplesoft - FCPS HR Admin
Release Version	
Application Description	PeopleSoft HR System - FCPS staff provides support
Software Publisher	<input type="text"/> <a href="#">Add Vendor</a>
System Type *	Application
Developed By *	COTS
Parent Application	
Criticality *	Non-Critical <a href="#">Definition</a>
Information Sensitivity *	Confidential <a href="#">Definition</a>
Coded In	
Authentication	
Authentication Description and Password Rules	
Support Expire Date	<input type="text"/>
Planned Upgrade Date	<input type="text"/>
Supporting Department *	Hosted
Department(s) Supported *	Frederick County Public Schools
Owner Agency *	Frederick County Public Schools
Customer Base *	Enterprise
Client Installation	
Client Install Instructions (link)	
Service Level Agreement	<input checked="" type="radio"/> Yes <input type="radio"/> No
Service Level Link	
System Notes	



## FCC Server Information

Networked	Software	Make	Vendor	Major Applications	Uses
Yes	Windows Server 2008 64-bit	Dell	Oracle	Oracle/PeopleSoft FSCM v9.1, application And web server	Oracle/PeopleSoft Financials for AP/PO/Asset management/GL
Yes	Windows Server 2008 64-bit	Dell	Microsoft SQL Server 2008	Microsoft SQL Server 2008, Databases for Oracle PeopleSoft FSCM v9.1	Production and development dbs for Oracle PeopleSoft

Remainder of this Page Intentionally Blank

[\[Main Menu\]](#)

## IIT Systems Inventory

[Update](#) [Back to List](#) [Delete](#) [last updated by jwisner1 on 12/21/2010 10:03:28 AM]

* System Name:	Peoplesoft - FCPS HR Admin	* Server:	
* IIT Dept:	Software Apps		
* IIT Staff Lead:	Select IIT support staff		
IIT Staff Backup:	Gorham, John (office:301-600-2578, pager:301-624-7039)		
* Criticality:	Mission Critical	Developed by:	COTS
db Server:		db Type:	Microsoft SQL
Data Classification:		Authentication:	

**Agency Access** [New Agency](#)

* System Descr:	PeopleSoft HR System - FCPS staff provides support
Hours of Use:	8:00 am - 5:00 pm
System reliant on:	
Additional documentation link:	
	Example, R:\Network Services\Documentation\System Summary.doc
Vendor Information:	
• Company Name	PeopleSoft, Inc.
• Contract Number	PeopleSoft Customer Connection Support - 800-477-5738
• Contact Name & #	Site Id = 4499
• Hours of Operation	
• Response Time	
Vendor Terms & Cond. Link:	
	Example, R:\Network Services\Documentation\System Summary.doc
Backup Procedure:	Operations Normal backup procedure. Also, nightly Enterprise Mgr backups of HRPRD and sys dbs to disk.
Restore Procedure:	Contact Operations or dba.
Building/Floor/Location:	WH

**System Access**

Who Manages Accounts?	FCPS manages PeopleSoft security
Password Construction Rules:	
Who Has Admin Access?	
If keys needed, key # & access info:	

**Items Associated with System**

SSL Certificate?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Credit Card Numbers?	<input type="radio"/> Yes <input checked="" type="radio"/> No
SSNs?	<input type="radio"/> Yes <input checked="" type="radio"/> No	SLA?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If SLA, Document link:			

[\[Main Menu\]](#)

## IIT Systems Inventory

[System information saved]

* System Name:	Peoplesoft - FCPS Financials	* Server:	Select server
* IIT Dept:	Software Apps		
* IIT Staff Lead:	Select IIT support staff		
IIT Staff Backup:	Capone, Tracey (office:301-600-1311)		
* Criticality:	Mission Critical	Developed by:	COTS
db Server:	Select server	db Type:	Microsoft SQL
Data Classification:	Select Data Classification	Authentication:	Proprietary

Agency Access

New Agency

* System Descr:	Peoplesoft Financial System - FCPS staff provide support
Hours of Use:	8:00 am - 5:00 pm
System reliant on:	
Additional documentation link:	
	Example, R:\Network Services\Documentation\System Summary.doc
Vendor Information:	
• Company Name	PeopleSoft, Inc.
• Contract Number	PeopleSoft Customer Connection - 800-477-5738
• Contact Name & #	Site Id = 4499
• Hours of Operation	
• Response Time	
Vendor Terms & Cond. Link:	
	Example, R:\Network Services\Documentation\System Summary.doc
Backup Procedure:	Operations normal backup procedures. Also, nightly Enterprise Mgr backup of FSPRD and sys dbs to disk.
Restore Procedure:	Contact Operations or dba.
Building/Floor/Location:	Nt1s9 at 117 East Church, Nt1s8a in WH.

System Access

Who Manages Accounts?	FCPS manages PeopleSoft security
Password Construction Rules:	
Who Has Admin Access?	
If keys needed, key # & access info:	

Items Associated with System

SSL Certificate?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Credit Card Numbers?	<input type="radio"/> Yes <input checked="" type="radio"/> No
SSNs?	<input type="radio"/> Yes <input checked="" type="radio"/> No	SLA?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If SLA, Document link:			

[\[Main Menu\]](#)

## IIT Systems Inventory

[Update](#) [Back to List](#) [Delete](#) [last updated by jwisner1 on 12/22/2010 3:13:19 PM]

\* System Name:  \* Server:   
\* IIT Dept:   
\* IIT Staff Lead:   
IIT Staff Backup:   
\* Criticality:  Developed by:   
db Server:  db Type:   
Data Classification:  Authentication:

### Agency Access [New Agency](#)

\* System Descr:   
Hours of Use:   
System reliant on:   
Additional documentation link:   
Example, R:\Network Services\Documentation\System Summary.doc  
Vendor Information:  
• Company Name:   
• Contract Number:   
• Contact Name & #  
• Hours of Operation  
• Response Time  
Vendor Terms & Cond. Link:   
Example, R:\Network Services\Documentation\System Summary.doc  
Backup Procedure:   
Restore Procedure:   
Building/Floor/Location:

### System Access

Who Manages Accounts?   
Password Construction Rules:   
Who Has Admin Access?   
If keys needed,  
key # & access info:

### Items Associated with System

SSL Certificate? ☐ Yes ☒ No Credit Card Numbers? ☐ Yes ☒ No  
SSNs? ☒ Yes ☐ No SLA? ☐ Yes ☒ No  
If SLA, Document link:

[\[Main Menu\]](#)

## IIT Systems Inventory

[System information saved]

\* System Name:  \* Server:   
  
  
\* IIT Dept:   
\* IIT Staff Lead:   
IIT Staff Backup:   
\* Criticality:   Developed by:   
db Server:  db Type:   
Data Classification:   Authentication:

### Agency Access

\* System Descr:    
Hours of Use:   
System reliant on:    
Additional documentation link:   
Example, R:\Network Services\Documentation\System Summary.doc  
Vendor Information:  

- Company Name
- Contract Number
- Contact Name & #
- Hours of Operation
- Response Time

  
Vendor Terms & Cond. Link:   
Example, R:\Network Services\Documentation\System Summary.doc  
Backup Procedure:    
Restore Procedure:    
Building/Floor/Location:

### System Access

Who Manages Accounts?   
Password Construction Rules:   
Who Has Admin Access?   
If keys needed,  
key # & access info:

### Items Associated with System

SSL Certificate? ☒ Yes ☐ No Credit  
Card ☐ Yes ☒ No  
Numbers?  
SSNs? ☒ Yes ☐ No SLA? ☐ Yes ☒ No  
If SLA, Document link:

[\[Main Menu\]](#)

## IIT Systems Inventory

[last updated by jwisner1 on 12/22/2010 2:44:11 PM]

\* System Name:  \* Server:   
\* IIT Dept:   
\* IIT Staff Lead:   
IIT Staff Backup:   
\* Criticality:   Developed by:   
db Server:  db Type:   
Data Classification:   Authentication:

### Agency Access

\* System Descr:    
Hours of Use:   
System reliant on:    
Additional documentation link:   
Example, R:\Network Services\Documentation\System Summary.doc  
Vendor Information:  
• Company Name:   
• Contract Number:   
• Contact Name & #:   
• Hours of Operation:   
• Response Time:   
Vendor Terms & Cond. Link:   
Example, R:\Network Services\Documentation\System Summary.doc  
Backup Procedure:    
Restore Procedure:    
Building/Floor/Location:

### System Access

Who Manages Accounts?   
Password Construction Rules:   
Who Has Admin Access?   
If keys needed, key # & access info:

### Items Associated with System

SSL Certificate? ☐ Yes ☒ No  
Credit Card Numbers? ☐ Yes ☒ No  
SSNs? ☐ Yes ☒ No  
SLA? ☐ Yes ☒ No  
If SLA, Document link:

[\[Main Menu\]](#)

## IIT Systems Inventory

[System information saved]

* System Name:	UBS/UBC	* Server:	NT1S30B
* IIT Dept:	Software Apps		
* IIT Staff Lead:	Berlin, Tyree (office:301-600-2591)		
IIT Staff Backup:	Wisner, Jeff (office:301 600-1811)		
* Criticality:	Essential	Developed by:	COTS
db Server:	NT1S92	db Type:	Microsoft SQL
Data Classification:	Public	Authentication:	Database

Agency Access

* System Descr:	Water and Sewer bill lookup for internet users.
Hours of Use:	24/7
System reliant on:	DTS in SQL database to update information. The files are updated by another job that gets info from an FTP site.
Additional documentation link:	<a href="#">Example, R:\Network Services\Documentation\System Summary.doc</a>
Vendor Information:	
• Company Name	UBS
• Contract Number	
• Contact Name & #	
• Hours of Operation	
• Response Time	
Vendor Terms & Cond. Link:	<a href="#">Example, R:\Network Services\Documentation\System Summary.doc</a>
Backup Procedure:	Standard server/database backups
Restore Procedure:	
Building/Floor/Location:	

System Access

Who Manages Accounts?	no accounts to manage other than database access
Password Construction Rules:	
Who Has Admin Access?	database users
If keys needed, key # & access info:	

Items Associated with System

SSL Certificate?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Credit Card Numbers?	<input type="radio"/> Yes <input checked="" type="radio"/> No
SSNs?	<input type="radio"/> Yes <input checked="" type="radio"/> No	SLA?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If SLA, Document link:			

[\[Main Menu\]](#)

## IIT Systems Inventory

[last updated by rlittle on 12/20/2010 1:34:54 PM]

\* System Name:  \* Server:   
\* IIT Dept:   
\* IIT Staff Lead:   
IIT Staff Backup:   
\* Criticality:  Developed by:   
db Server:  db Type:   
Data Classification:  Authentication:

### Agency Access

\* System Descr:   
Hours of Use:   
System reliant on:   
Additional documentation link:   
Vendor Information:  
• Company Name:   
• Contract Number:  
• Contact Name & #:  
• Hours of Operation:  
• Response Time:  
Vendor Terms & Cond. Link:   
Backup Procedure:   
Restore Procedure:   
Building/Floor/Location:

### System Access

Who Manages Accounts?   
Password Construction Rules:   
Who Has Admin Access?   
If keys needed, key # & access info:

### Items Associated with System

SSL Certificate? ☐ Yes ☒ No Credit Card Numbers? ☐ Yes ☒ No  
SSNs? ☐ Yes ☒ No SLA? ☐ Yes ☒ No  
If SLA, Document link:



[\[Main Menu\]](#)

## IIT Systems Inventory

[System information saved]

* System Name:	Recordation	* Server:	NT1S43
* IIT Dept:	Software Apps		
* IIT Staff Lead:	Berlin, Tyree (office:301-600-2591)		
IIT Staff Backup:	Wisner, Jeff (office:301 600-1811)		
* Criticality:	Critical	Developed by:	In House
db Server:	NT1S43	db Type:	Microsoft SQL
Data Classification:	Public	Authentication:	Database

Agency Access

New Agency

\* System Descr:

collects deed and refinance information  
data is collected via a report and walked over to PeopleSoft fiancials

Hours of Use:

7am to 4pm

System reliant on:

needs and odbc on each client install and connect to (2) databases the state  
assessment database which is refreshed on 43' and the recordation database

Additional documentation link:

Example, R:\Network Services\Documentation\System Summary.doc

Vendor Information:

development:  
nt1s5 r:/Software Integration/Applications Integration &  
production:  
nt1s5/PublishedApp

Vendor Terms & Cond. Link:

Example, R:\Network Services\Documentation\System Summary.doc

Backup Procedure:

database maintainance plan on 43'

Restore Procedure:

normal

Building/Floor/Location:

Treas. main floor

System Access

Who Manages Accounts?

table in database

Password Construction Rules:

programmer adds user names in database / each record entered is tagged w/user name

Who Has Admin Access?

If keys needed,  
key # & access info:

Items Associated with System

SSL Certificate?

☐ Yes ☒ No

Credit Card  
Numbers?

☐ Yes ☒ No

SSNs?

☐ Yes ☒ No

SLA?

☐ Yes ☒ No

If SLA, Document link:

[\[Main Menu\]](#)

## IIT Systems Inventory

[System information saved]

* System Name:	<input type="text" value="Pcard"/>	* Server:	<input type="text" value="NT1S51"/>
* IIT Dept:	<input type="text" value="Software Apps"/>		
* IIT Staff Lead:	<input type="text" value="Capone, Tracey (office:301-600-1311)"/>		
IIT Staff Backup:	<input type="text" value="Arbaugh, Kim (office:301-600-2365, home:301-631-2365 (Work))"/>		
* Criticality:	<input type="text" value="Essential"/> <input type="button" value="v"/>	Developed by:	<input type="text" value="In House"/>
db Server:	<input type="text" value="NT1S51"/>	db Type:	<input type="text" value="Access"/>
Data Classification:	<input type="text" value="Confidential"/> <input type="button" value="v"/>	Authentication:	<input type="text" value="Proprietary"/>

Agency Access

* System Descr:	<input type="text" value="Procurement Card Reconciliation System for the County"/>
Hours of Use:	<input type="text"/>
System reliant on:	<input type="text"/>
Additional documentation link:	<input type="text" value="Example, R:\Network Services\Documentation\System Summary.doc"/>
Vendor Information:	<input type="text"/>
• Company Name	
• Contract Number	
• Contact Name & #	
• Hours of Operation	
• Response Time	
Vendor Terms & Cond. Link:	<input type="text" value="Example, R:\Network Services\Documentation\System Summary.doc"/>
Backup Procedure:	<input type="text"/>
Restore Procedure:	<input type="text"/>
Building/Floor/Location:	<input type="text"/>

System Access

Who Manages Accounts?	<input type="text" value="Lynda Kundrat, Tammy Conrad, Tracey Capone, Kim Arbaugh, Jason Pappas, Achala Bonde, Sharon Shirey, Dan Cree"/>
Password Construction Rules:	<input type="text" value="Uses same rules as Timesheet System"/>
Who Has Admin Access?	<input type="text" value="Tracey Capone, Kim Arbaugh, Jason Pappas, Achala Bonde, Sharon Shirey, Dan Cree"/>
If keys needed, key # & access info:	<input type="text"/>

Items Associated with System

SSL Certificate?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Credit Card Numbers?	<input checked="" type="radio"/> Yes <input type="radio"/> No
SSNs?	<input checked="" type="radio"/> Yes <input type="radio"/> No	SLA?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If SLA, Document link:	<input type="text"/>		

[\[Main Menu\]](#)

## IIT Systems Inventory

[System information saved]

* System Name:	<input type="text" value="Peoplesoft - FCG HR Admin"/>	* Server:	<input type="text" value="NT1S51"/>
		Additional Servers	<input type="text" value="NT1S127"/>
* IIT Dept:	<input type="text" value="Software Apps"/>		
* IIT Staff Lead:	<input type="text" value="Gorham, John (office:301-600-2578, pager:301-624-7039)"/>		
IIT Staff Backup:	<input type="text" value="Arbaugh, Kim (office:301-600-2365, home:301-631-2365 (Work))"/>		
* Criticality:	<input type="text" value="Mission Critical"/>	Developed by:	<input type="text" value="COTS"/>
db Server:	<input type="text" value="NT1S127"/>	db Type:	<input type="text" value="Microsoft SQL"/>
Data Classification:	<input type="text" value="Confidential"/>	Authentication:	<input type="text" value="Proprietary"/>

Agency Access

* System Descr:	<input type="text" value="Human Resources module"/>
Hours of Use:	<input type="text" value="8:00am to 4:00pm"/>
System reliant on:	<input type="text"/>
Additional documentation link:	<input type="text" value="Example, R:\Network Services\Documentation\System Summary.doc"/>
Vendor Information:	<div><div><ul style="list-style-type: none"><li>• Company Name</li><li>• Contract Number</li><li>• Contact Name &amp; #</li><li>• Hours of Operation</li><li>• Response Time</li></ul></div><div><input type="text" value="Company Site ID 14487133"/> Can be reached 24 hours a day 7 days a week at 1-800-223-1711 or by logging onto <a href="https://metalink3.oracle.com/">https://metalink3.oracle.com/</a> and creating a case if you have a Username assigned.</div></div>
Vendor Terms & Cond. Link:	<input type="text" value="Example, R:\Network Services\Documentation\System Summary.doc"/>
Backup Procedure:	<input type="text"/>
Restore Procedure:	<input type="text"/>
Building/Floor/Location:	<input type="text"/>

System Access

Who Manages Accounts?	<input type="text"/>
Password Construction Rules:	<input type="text"/>
Who Has Admin Access?	<input type="text"/>
If keys needed, key # & access info:	<input type="text"/>

Items Associated with System

SSL Certificate?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Credit Card Numbers?	<input type="radio"/> Yes <input checked="" type="radio"/> No
SSNs?	<input type="radio"/> Yes <input checked="" type="radio"/> No	SLA?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If SLA, Document link:	<input type="text"/>		

[\[Main Menu\]](#)

## IIT Systems Inventory

[System information saved]

* System Name:	<input type="text" value="Peoplesoft - FCG Financials"/>	* Server:	<input type="text" value="NT1S57vm"/>
		Additional Servers	
		<input type="text" value="NT1S88"/>	
		<input type="text" value="NT1S56"/>	
* IIT Dept:	<input type="text" value="Software Apps"/>		
* IIT Staff Lead:	<input type="text" value="Capone, Tracey (office:301-600-1311)"/>		
IIT Staff Backup:	<input type="text" value="Arbaugh, Kim (office:301-600-2365, home:301-631-2365 (Work))"/>		
* Criticality:	<input type="text" value="Mission Critical"/>	Developed by:	<input type="text" value="COTS"/>
db Server:	<input type="text" value="NT1S88"/>	db Type:	<input type="text" value="Microsoft SQL"/>
Data Classification:	<input type="text" value="Confidential"/>	Authentication:	<input type="text" value="Proprietary"/>

Agency Access

* System Descr:	<input type="text" value="Enterprise Financial application"/>
Hours of Use:	<input type="text"/>
System reliant on:	<input type="text"/>
Additional documentation link:	<input type="text" value="R:\Software Integration\PeopleSoft\Documentation\PSV8 flow charts.pptx"/>
	<input type="text" value="R:\Software Integration\PeopleSoft\Documentation\PSV8 flow charts.pptx"/>
Vendor Information:	
• Company Name	<input type="text" value="Company Site ID 14487133"/>
• Contract Number	<input type="text" value="Can be reached 24 hours a day 7 days a week at 1-800-223-1711 or by logging onto"/>
• Contact Name & #	<input type="text" value="https://metalink3.oracle.com/ and creating a case if you have a"/>
• Hours of Operation	<input type="text" value="Username assigned."/>
• Response Time	<input type="text"/>
Vendor Terms & Cond. Link:	<input type="text"/>
	<input type="text" value="Example, R:\Network Services\Documentation\System Summary.doc"/>
Backup Procedure:	<input type="text"/>
Restore Procedure:	<input type="text"/>
Building/Floor/Location:	<input type="text"/>

System Access

Who Manages Accounts?	<input type="text" value="Achala Bonde, Tracey Capone, Kim Arbaugh, Bev Shanholtzer, John Gorham, Joyce Myers"/>
Password Construction Rules:	<input type="text" value="Minimum 8 characters with one number / case sensitive"/>
Who Has Admin Access?	<input type="text" value="John Gorham, Joyce Myers, Beverly Shanholtzer"/>
If keys needed, key # & access info:	<input type="text"/>

Items Associated with System

SSL Certificate?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Credit Card Numbers?	<input type="radio"/> Yes <input checked="" type="radio"/> No
SSNs?	<input checked="" type="radio"/> Yes <input type="radio"/> No	SLA?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If SLA, Document link:	<input type="text"/>		

[\[Main Menu\]](#)

## IIT Systems Inventory

[Update](#) [Back to List](#) [Delete](#) [last updated by tberlin on 3/19/2010 4:10:01 PM]

\* System Name:  \* Server:   
\* IIT Dept:   
\* IIT Staff Lead:   
IIT Staff Backup:   
\* Criticality:    
db Server:  db Type:   
Data Classification:   Authentication:

### Agency Access [New Agency](#)

Agency	Primary Contact	Secondary Contact
<input type="text" value="Treasury"/>	Name: <input type="text" value="Fox, Diane"/> Phone: <input type="text" value="301-600-1113"/>	Name: <input type="text" value="Decker, Lori"/> Phone: <input type="text" value="301-600-1114"/>
<input type="text" value="DUSWM Accounting &amp; Finance"/>	Name: <input type="text" value="Teach, Brenda"/> Phone: <input type="text" value="301-600-1130"/>	Name: <input type="text" value="Fisher, Barbara"/> Phone: <input type="text" value="301-600-2182"/>
<input type="text" value="Finance"/>	Name: <input type="text" value="White, Erin"/> Phone: <input type="text" value="301-600-1193"/>	Name: <input type="text" value="Duthoy, Richard"/> Phone: <input type="text" value="301-600-1118"/>

\* System Descr:

Hours of Use:

System reliant on:

Additional documentation link:   
[www.tyler-munis.com, you can also additional set up a Customer Tools account but you will need the Customer number \(See below\).](#)

#### Vendor Information:

- Company Name:
- Contract Number:
- Contact Name & #:
- Hours of Operation:
- Response Time:

Vendor Terms & Cond. Link:

Example, R:\Network Services\Documentation\System Summary.doc

Backup Procedure:

Restore Procedure:

Building/Floor/Location:

### System Access

Who Manages Accounts?	Jeff Wisner and Tyree Berlin		
Password Construction Rules:	They use their network user names and password for Munis access.		
Who Has Admin Access?	Munis, Jeff Wisner and Tyree Berlin		
If keys needed, key # & access info:	<div></div>		
Items Associated with System			
SSL Certificate?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Credit Card Numbers?
			<input type="radio"/> Yes
SSNs?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	SLA?
			<input type="radio"/> Yes
If SLA, Document link:	<div></div>		

[\[Main Menu\]](#)

## IIT Systems Inventory

[System information saved]

\* System Name:  \* Server:   
\* IIT Dept:   
\* IIT Staff Lead:   
IIT Staff Backup:   
\* Criticality:  Developed by:   
db Server:  db Type:   
Data Classification:  Authentication:

### Agency Access

\* System Descr:   
Hours of Use:   
System reliant on:   
Additional documentation link:   
Example, R:\Network Services\Documentation\System Summary.doc  
Vendor Information:  
• Company Name:   
• Contract Number:   
• Contact Name & #  
• Hours of Operation  
• Response Time  
Vendor Terms & Cond. Link:   
Example, R:\Network Services\Documentation\System Summary.doc  
Backup Procedure:   
Restore Procedure:   
Building/Floor/Location:

### System Access

Who Manages Accounts?   
Password Construction Rules:   
Who Has Admin Access?   
If keys needed, key # & access info:

### Items Associated with System

SSL Certificate? ☐ Yes ☒ No Credit Card Numbers? ☐ Yes ☒ No  
SSNs? ☐ Yes ☒ No SLA? ☐ Yes ☒ No  
If SLA, Document link:

[\[Main Menu\]](#)

## IIT Systems Inventory

[Update](#) [Back to List](#) [Delete](#) [last updated by rlittle on 12/20/2010 12:21:25 PM]

* System Name:	<input type="text" value="Class"/>	* Server:	<input type="text" value="NT1S30B"/>
* IIT Dept:	<input type="text" value="Software Apps"/>		
* IIT Staff Lead:	<input type="text" value="Fox, Aleta (office:301 600-1332)"/>		
IIT Staff Backup:	<input type="text" value="Briggs, Donna (office:301-600-2393)"/>		
* Criticality:	<input type="text" value="Critical"/>	Developed by:	<input type="text" value="COTS"/>
db Server:	<input type="text" value="NT1S13a"/>	db Type:	<input type="text" value="Microsoft SQL"/>
Data Classification:	<input type="text" value="Confidential"/>	Authentication:	<input type="text" value="Windows AD"/>

**Agency Access** [New Agency](#)

* System Descr:	<input type="text" value="Parks &amp; Rec's registration system for both classes and facilities"/>
Hours of Use:	<input type="text" value="24 hours"/>
System reliant on:	<input type="text" value="NT1S30b, NT1S13a, Credit Card Payment Server on NT1S93vm."/>
Additional documentation link:	<input type="text" value="Example, R:\Network Services\Documentation\System Summary.doc"/>
Vendor Information:	
• Company Name	<input type="text" value="Active Network"/>
• Contract Number	
• Contact Name & #	
• Hours of Operation	
• Response Time	
Vendor Terms & Cond. Link:	<input type="text" value="Example, R:\Network Services\Documentation\System Summary.doc"/>
Backup Procedure:	<input type="text" value="Database incrementally backed up many times per day, full backup every evening."/>
Restore Procedure:	<input type="text"/>
Building/Floor/Location:	<input type="text" value="Winchester Hall Server Room"/>

**System Access**

Who Manages Accounts?	<input type="text" value="P&amp;R Mgmt"/>
Password Construction Rules:	<input type="text" value="User chosen"/>
Who Has Admin Access?	<input type="text" value="Janine Summers, P&amp;R"/>
If keys needed, key # & access info:	<input type="text"/>

**Items Associated with System**

SSL Certificate?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Credit Card Numbers?	<input checked="" type="radio"/> Yes <input type="radio"/> No
SSNs?	<input type="radio"/> Yes <input checked="" type="radio"/> No	SLA?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If SLA, Document link:	<input type="text"/>		



**FREDERICK COUNTY, MARYLAND**  
**CONTRACT SERVICES AGREEMENT FOR**  
**EXTERNAL AUDIT SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Frederick County, Maryland, a body corporate and politic of the State of Maryland, (herein "County") and, \_\_\_\_\_ (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages,

to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of (*input contract sum in words*) Dollars, (\$ *Insert contract sum in figures*) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month.

## 3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

#### 4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(input key Contractor representative(s))

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Director of Purchasing of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 Independent Contractor. Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or

employees are agents or employees of County. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

## 5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "E", attached hereto and incorporated by reference.

All of the above policies of insurance required in Exhibit "B" shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation ; and

(c) In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to County a performance bond in the sum of the amount of this Agreement, in the form provided by the County, which secures the faithful performance of this Agreement, unless such requirement is waived by the

Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

## 6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## 7.0 ENFORCEMENT OF AGREEMENT

7.1 Maryland Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the County Manager, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, or Finance. The decisions of the officer or official body selected by the County Manager to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the County Manager, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, or Finance. The decision of the officer or official body selected by the County Manager to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties.

Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and (ii) all amounts for which County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the County the sum of (*input LD amount, if any*) \_\_\_\_\_ (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The County may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure pursuant to Section 7.3.

7.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.10 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

#### 8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenants Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, or sent by email as follows:

(a) in the case of the County, to:

(insert buyer's name, title, address, telephone, fax, email)

with a copy to:

(insert contract manager's name, title, address, telephone, fax, email)

(b) in the case of the Contractor, to:

(input Name, title, address and contact info)

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

*Signatures on next page.*



IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

### SIGNATURE SECTION

COUNTY:

ATTEST:

**Frederick County, Maryland**

A body corporate and politic of the State of Maryland

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

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

Jan H. Gardner  
County Executive

#### CONTRACTOR:

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

Contractor Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractor Address \_\_\_\_\_ Email: \_\_\_\_\_

Check one: ☐ Individual  
☐ Partnership  
☐ Corporation

\_\_\_\_\_  
Name of Contractor Representative:

By: \_\_\_\_\_  
Signature, Authorized Representative  
(notarized)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

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

Notary Seal: \_\_\_\_\_

#### FOLLOWED BY:

Exhibit A "Services"

Exhibit B "Special Requirements"

Exhibit C "Schedule of Compensation"

Exhibit D "Schedule of Performance"

Exhibit E "Insurance"

(the above will be completed upon award)

Attachment 1-Certification of Compliance

**ATTACHMENT 1 – CERTIFICATION OF COMPLIANCE**

**With Frederick County Purchasing Regulation 1-2-36,  
Hiring of Illegal Aliens Prohibited for Performance of County Work**

I, \_\_\_\_\_, hereby certify or attest  
that:

Name

1. I am the owner or authorized representative of \_\_\_\_\_;  
Name of Firm
2. In compliance with Frederick County Purchasing Regulation 1-2-36, and as a contractual requirement of doing business with Frederick County Government, my firm and all of my firm's subcontractors shall only employ individuals legally authorized to work within the United States of America and within Frederick County, Maryland in the performance of work under this contract.;
3. Compliance with Frederick County Purchasing Regulation 1-2-36 is a material contractual obligation and that breach of this obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Frederick County Government and any and all other damages for which my firm might be liable; and
4. Nothing within Frederick County Purchasing Regulations requires Frederick County Government to elect to terminate a contract for default to the exclusion of any other remedy.

By my signature below, I swear or affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

PRINT NAME OF SIGNATORY: \_\_\_\_\_

PRINT TITLE OF SIGNATORY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**PRICE PROPOSAL FORM for the Firm of \_\_\_\_\_ as certified by****Option 1: Single Proposal for all three scopes of service:**

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Total Cost (All Inclusive)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

**Recommended allocation: FCG**

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Includes:						
Annual Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Single Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Office of Children and Families	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
State Uniform Financial Report	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell Court Apartments	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Scott Key Center Client Attendance Days	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Scott Key Center Wage Survey	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
911 Revenues & Expenditures	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

**Recommended allocation: FCPS**

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Includes:						
Annual Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Single Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

**Recommended allocation: FCC**

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Includes:						
Annual Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Single Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
CC-4 State Report	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
FCC Foundation	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Foundation for the FCC Fund, Inc.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

**Notes to Offerors:**

- 1) The three jurisdictions are bound by the offeror's cost allocation between jurisdictions. The successful offeror will be assured of the Single Proposal amount by jurisdiction.
- 2) Offerors who are not independent as to all three jurisdictions may not propose on this option.

**PRICE PROPOSAL FORM for the Firm of \_\_\_\_\_ as certified by**  
\_\_\_\_\_**Options to propose on separate Scopes of Service****Option 2: FCG:**

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Includes:						
Annual Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Single Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Office of Children and Families	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
State Uniform Financial Report	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bell Court Apartments	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Scott Key Center Client Attendance Days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Scott Key Center Wage Survey	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
911 Revenues & Expenditures	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total (All Inclusive)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Option 3: FCPS**

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Includes:						
Annual Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Single Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total (All Inclusive)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Option 3: FCC**

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Includes:						
Annual Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Single Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
CC-4 State Report	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
FCC Foundation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Foundation for the FCC Fund, Inc.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total (All Inclusive)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Notes to Offerors:**

- 1) Each proposal will be considered separately from the others.
- 2) One or more proposals may be awarded to a single offeror.
- 3) The three jurisdictions are bound by the offeror's allocation of the "Includes" categories.
- 4) Offerors who are not independent as to each option will not be allowed to propose on that option.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE FY2015 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Quoted Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Non-supervisory Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal	_____	_____	_____	_____
Total for services Described in Section II E of the RFP (Detail on subsequent pages)	_____	_____	_____	_____
Out-of-pocket expenses: Meals and lodging	_____	_____	_____	_____
Transportation	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____
Total all-inclusive maximum price for FY2015 audit	_____	_____	_____	_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

IF THE RATES QUOTED ARE DIFFERENT FOR FCG, FCPS OR FCC, SEPARATE RENDITIONS OF THIS PAGE MUST BE CLEARLY LABELED BY JURISDICTION AND BE INCLUDED IN THE PRICE PROPOSAL

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ADDITIONAL SERVICESFOR FY2015

	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>
Partners	_____	_____
Managers	_____	_____
Supervisory Staff	_____	_____
Non-supervisory Staff	_____	_____
Other (specify):	_____	_____
Composite Rate <u>(To be used at the option of the jurisdiction)</u>	_____	_____
Out-of-pocket expenses:		
Meals and lodging		
Transportation		
Other (specify):_____		
Total price for _____		

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

Rates for subsequent years may not exceed the current year consumer price index for auditing services.

IF THE RATES QUOTED ARE DIFFERENT FOR FCG, FCPS OR FCC, SEPARATE RENDITIONS OF THIS PAGE MUST BE CLEARLY LABELED BY JURISDICTION AND BE INCLUDED IN THE PRICE PROPOSAL.

## **SIGNATURE ACKNOWLEDGING PROPOSAL**

**Note: When submitting your bid/proposal, please use this page as a cover sheet for your bid/proposal.**

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): \_\_\_\_\_

SIGNATURE OF ABOVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): \_\_\_\_\_

E-MAIL ADDRESS (for receiving Purchase Orders): \_\_\_\_\_

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)**

.....  
**ACKNOWLEDGMENT OF ADDENDA (if applicable)**

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:	Addendum #1	_____	Addendum #3	_____
	Addendum #2	_____	Addendum #4	_____

**C.1. DECLARATION OF INDEPENDENCE RELATIVE TO FCG**

In accordance with definitions, meaning, and intent as determined by Generally Accepted Auditing Standards,

\_\_\_\_\_ (Name of Firm) is independent in fact and appearance with respect to Frederick County Government. Below I have listed the names of partners, managers and other staff who have working and other professional relationships with FCG and/or its component units and why those relationships do not impair the independence of our firm in fact and in appearance.

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name Printed

\_\_\_\_\_

Title Printed

\_\_\_\_\_

Date

Additional Explanation as Required:



**C.2. DECLARATION OF INDEPENDENCE RELATIVE TO FCPS**

In accordance with definitions, meaning, and intent as determined by Generally Accepted Auditing Standards,

\_\_\_\_\_ (Name of Firm) is independent in fact and appearance with respect to Frederick County Public Schools. Below I have listed the names of partners, managers and other staff who have working and other professional relationships with FCPS and/or its component units or its oversight entity and why those relationships do not impair the independence of our firm in fact and in appearance.

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name Printed

\_\_\_\_\_

Title Printed

\_\_\_\_\_

Date

Additional Explanation as Required:

**C.3. DECLARATION OF INDEPENDENCE TO FCC**

In accordance with definitions, meaning, and intent as determined by Generally Accepted Auditing Standards,

\_\_\_\_\_ (Name of Firm) is independent in fact and appearance with respect to Frederick Community College. Below I have listed the names of partners, managers and other staff who have working and other professional relationships with FCC and/or its component units or its oversight entity and why those relationships do not impair the independence of our firm in fact and in appearance.

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name Printed

\_\_\_\_\_

Title Printed

\_\_\_\_\_

Date

Additional Explanation as Required:

**Frederick County Government (FCG), Frederick County Public Schools (FCPS), and Frederick  
Community College (FCC)**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

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

OFFERORS: The submission of the following Affidavit at the time of the proposal opening is:

**X** requested to be completed but not required to be notarized.

\_\_\_\_\_ required to be completed and notarized.

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm of the organization named \_\_\_\_\_ whose address is \_\_\_\_\_  
(Name of Corporation)  
\_\_\_\_\_ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
  - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the proposals for a public or private contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

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

\_\_\_\_\_  
(You may attach a necessary explanation)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal to FCG, FCPS and FCC is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any offeror or person to put in a sham proposal or to refrain from proposing and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the proposal prices of the affidavit or any other offeror, or to fix any overhead, profit or cost element of said proposal price, or that if any offeror, or to secure an advantage against the FCG, FCPS and FCC or any other person interested in the proposed contract; and that all statements in the proposal are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Frederick County Board of Education, and that I am executing and submitting this Proposal on behalf of and as authorized by the offeror named below.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

**Frederick County Government (FCG), Frederick County Public  
Schools (FCPS), and Frederick Community College (FCC)**

**MINORITY BUSINESS ENTERPRISE INFORMATION**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the Maryland State Department of Transportation (MDOT)? \_\_\_\_\_  
If yes, provide certification number: \_\_\_\_\_

2. Is the company a registered/certified MBE by any other state or local governmental agency? If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached.)

<u>Type</u>	<u>Issuing Agency</u>	<u>Certification No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. If applicable, circle the group(s) which qualifies the company as a minority business enterprise.  
 African-American      Hispanic      American-Indian      Asian      Women  
 Disabled      Other: \_\_\_\_\_

[Note: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above.]

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups? \_\_\_\_\_ If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

African-American      Hispanic      American-Indian      Asian      Women  
 Disabled      Other: \_\_\_\_\_

If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or subcontractors to accomplish any portion of the work.

_____ Name (Please Print)	_____ Title
_____ Signature of Above	_____ Date
_____ Company	



PLEASE RETURN TO:  
 FREDERICK COUNTY PUBLIC SCHOOLS  
 PURCHASING DEPARTMENT  
 191 SOUTH EAST STREET  
 FREDERICK, MARYLAND 21701  
 TELEPHONE 301-644-5074 FAX 301-644-5213

NOTICE OF "NO PROPOSAL" RESPONSE  
RFP 15MISC5, PROFESSIONAL AUDITING SERVICES – FCG, FCPS AND FCC  
RFP Due Date: April 1, 2015 @ 2:00 P.M.

Due to increased costs in maintaining an accurate and active "Offeror's List", it is necessary for the Purchasing Department to be informed of the reason(s) for a firm not proposing. If you will not be proposing on this project, please indicate below the reason(s).

Unless a responsive proposal or this form is returned to us, your firm will be removed from the "Offeror's List" for this category.

- ☐ Current workload prevents proposing at this time.
- ☐ We do not sell the type of products/services requested.
- ☐ Proposal has been forwarded to our distributor; we do not sell direct.
- ☐ We wish to be removed from this category for FCG \_\_\_\_\_; FCPS \_\_\_\_\_; FCC\_\_\_\_\_.

Other: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE SUBMITTED IN WRITING TO:

Mr. Stephen P. Starmer, Purchasing Manager

Email: [Stephen.Starmer@fcps.org](mailto:Stephen.Starmer@fcps.org)

**LICENSE TO PRACTICE IN MARYLAND**

The following partners and managers of \_\_\_\_\_ to be  
assigned to the audit of: (Name of Firm)

Frederick County Government \_\_\_\_\_

Frederick County Public Schools \_\_\_\_\_

Frederick Community College \_\_\_\_\_

are currently licensed to practice public accounting in Maryland and are expected to be  
licensed throughout the engagement.

Partner \_\_\_\_\_ License No. \_\_\_\_\_

Partner \_\_\_\_\_ License No. \_\_\_\_\_

Manager \_\_\_\_\_ License No. \_\_\_\_\_

Manager \_\_\_\_\_ License No. \_\_\_\_\_

Manager \_\_\_\_\_ License No. \_\_\_\_\_

Manager \_\_\_\_\_ License No. \_\_\_\_\_

as certified by on \_\_\_\_\_, 2015:

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Name of Firm \_\_\_\_\_

**REFERENCE INFORMATION**

This reference is being provided for our audit work for a:

County Government \_\_\_\_\_ School System \_\_\_\_\_ Community College \_\_\_\_\_

(Complete a minimum of three [3] per type of jurisdiction)

Entity Name \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contact Person:

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

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

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Scope of services provided: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Firm Engagement Partner \_\_\_\_\_

Total Hours per annual engagement \_\_\_\_\_

If this reference is not specifically a county government, a board of education or a community college, explain why it is comparable to the scope of services requested in this proposal.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_