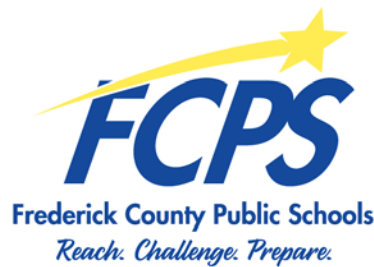


**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5209 phone  
301-644-5213 fax



Stephen P. Starmer, C.P.M., CSBA,  
Purchasing Manager  
Kim Miskell, Asst. Purchasing Manager  
**Billie Laughland, Buyer Specialist**  
Bill Meekins CPPB, CPCP, Buyer Specialist

---

BID NUMBER/BID NAME:	RFP 17MISC4, Professional Development Services for Competency Based Learning
BID ISSUE DATE:	November 8, 2016
BID CONTRACT MANAGER:	Billie Laughland, Buyer Specialist, <a href="mailto:billie.laughland@fcps.org">billie.laughland@fcps.org</a>
BID CONTRACT ADMINISTRATOR:	Kevin Cuppett, Executive Director, Curriculum Instruction & Innovation, <a href="mailto:kevin.cuppett@fcps.org">kevin.cuppett@fcps.org</a>
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on November 17, 2016. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	10:00 A.M., local time, on November 16, 2016. (Attendance is encouraged, but not mandatory.)
PRE-BID LOCATION:	FCPS Main Lobby 191 South East Street Frederick, MD 21701  (Parking is available at Deck #5 on All Saints Street)
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: <a href="http://www.fcps.org/bidlist">www.fcps.org/bidlist</a> . If you have problems downloading this bid or applicable addenda, contact: Krista Long at <a href="mailto:krista.long@fcps.org">krista.long@fcps.org</a>
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on November 29, 2016. Faxed or emailed bids are not acceptable.
SEALED BID DELIVERED TO:	Frederick County Public Schools Attn: Purchasing Department 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 on All Saints Street)  Bid proposal must be properly marked with vendor's business name, address, Bid Name and Number on the envelope or package.
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: December 14, 2016.
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at <a href="http://www.emarylandmarketplace.com">www.emarylandmarketplace.com</a> . FCPS will no longer accept bidder's applications.

## TABLE OF CONTENTS

COVER PAGE	1
TABLE OF CONTENTS	2-3
FCPS CENTRAL OFFICE MAP	4
FCPS CALENDAR	5
FCPS DIRECTORY OF SCHOOLS	6-7
GENERAL TERMS AND CONDITIONS - SECTION I	8-20
Bidder Registration	
Pre-Bid Meeting	
Receipt of Bids	
Opening of Bids	
Addenda	
Preparation of Bid	
Standard of Quality, "Or Equal Clauses," And Substitutions (omit)	
Samples (omit)	
Bid Pricing (modified)	
Taxes (omit)	
Guarantees and Warranties (omit)	
Bid Opening	
Errors in Bid Submissions	
Awards or Rejection of Bids	
Contract Formation	
Protests	
Contract Assignment	
Multi-Year Contract	
Hold Harmless	
Contract Disputes	
Termination for Default	
Termination for Convenience	
Governing Law and Venue	
Multi-Agency Participation	
Packaging and Delivery Requirements (omit)	
Billing and Payment	
Compliance with Specifications (omit)	
Liquidated Damages (modified)	
Safety Requirements (omit)	
Laws and Regulations	
Patents and Intellectual Property (modified)	
Technology-Based Instructional Products (omit)	
Employment of Child Sex Offenders and Persons With Uncontrolled Access to Students	
Drug, Alcohol, And Tobacco-Free Workplace	
Weapon Possession on School Property	
Foreign Language Translator Requirement	
Illegal Immigrant Labor	
Student/Staff Confidentiality	
Public Information Act Notice	
Force Majeure	
Ethics Policy	
Non-Collusion	
Conflict Of Interest	
Emerylandmarketplace Registration	

## TABLE OF CONTENTS

SPECIFIC TERMS AND CONDITIONS - SECTION II	21-25
Scope	
Contract Period	
Pricing	
Preparation of Proposal	
Evaluation Criteria and Award	
Vendor Performance Evaluation	
Professional Liability and Automobile Insurance (modified)	
Relevant Information for Proposal Preparation	
TECHNICAL PROPOSAL QUESTIONNAIRE – PART 1	26-27
FORM OR PROPOSAL – PART 2	28
SIGNATURE ACKNOWLEDGING COST PROPOSAL FORM/ADDENDA	29
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION FORM	30-31
CERTIFICATION OF COMPLIANCE FORM	32





# Frederick County Public Schools

## 191 S. East Street



## Frederick County Public Schools, MD, School Year 2016-17 Calendar

### August 2016

08 Mon New Teachers Report—New-Hire Symposium  
16 Tue Teachers Report to Work: Training and Preparation  
22 Mon First Day of School for Students

### September 2016

05 Mon Schools Closed. Labor Day  
22 Thu 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session  
23 Fri Schools Closed. Fair Day

### October 2016

03 Mon Schools Closed. Rosh Hashanah  
12 Wed Schools Closed. Yom Kippur  
21 Fri Schools Closed for Students: Teacher Professional Development Day  
28 Fri End of Term 1  
31 Mon Schools Closed for Students: Teacher Work Day

### November 2016

01 Tue Term 2 Begins  
08 Tue Schools Closed: Election Day  
09 Wed Elementary Evening Parent-Teacher Conferences: Elem Schools Open 4 Hours Late; Middle and High Schools Are Full Day  
10 Thu Elem & Middle School Evening Parent-Teacher Conferences: Those Schools Open 4 Hours Late; High School Is Full Day  
11 Fri Elem & Middle School Afternoon Parent-Teacher Conferences: Those Schools Dismiss 3.5 Hours Early; High School Is Full Day  
23 Wed Schools Closed: Thanksgiving Break  
24-25 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

### December 2016

09 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session  
23-30 Fri-Fri Schools Closed: Winter Break

### January 2017

02 Mon Schools Closed: Winter Break  
03 Schools Re-Open  
16 Mon Schools Closed: Dr. Martin Luther King Jr. Day  
20 Fri End of First Semester and Term 2  
23 Mon Schools Closed for Students: Teacher Work Day  
24 Tue Second Semester and Term 3 Begin

### February 2017

20\* Mon Schools Closed: Presidents' Day  
21 Tue Schools Closed for Students: Teacher Professional Development Day  
27 Mon 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

### March 2017

13 Mon 2-Hour Late Start for Students: Teacher Work Session  
30 Thu End of Term 3  
31 Fri Schools Closed for Students: Teacher Work day

### April 2017

03 Mon Term 4 Begins  
14 Fri Schools Closed: Good Friday  
17 Mon Schools Closed: Easter Monday  
18-21\* Tue-Fri Schools Closed: Spring Break

### May 2017

12 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session  
26 Fri 2-Hour Early Dismissal for Students: Teacher Work Session  
29 Mon Schools Closed: Memorial Day

### June 2017

16\* Fri 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session  
19\* Mon Last Day of School for Teachers

\*Includes 6 days for snow or other emergency closings. If no snow days are used, the last day for students is June 8. If some but not all days are needed, the school year will be shortened by the number of unused days to provide 180 days for students. If more days are needed, we will make them up in this order: February 20, April 18, 19, 20, 21 and/or at the end of the school year; dates are subject to BOE revision.

# DIRECTORY OF SCHOOLS

## ELEMENTARY

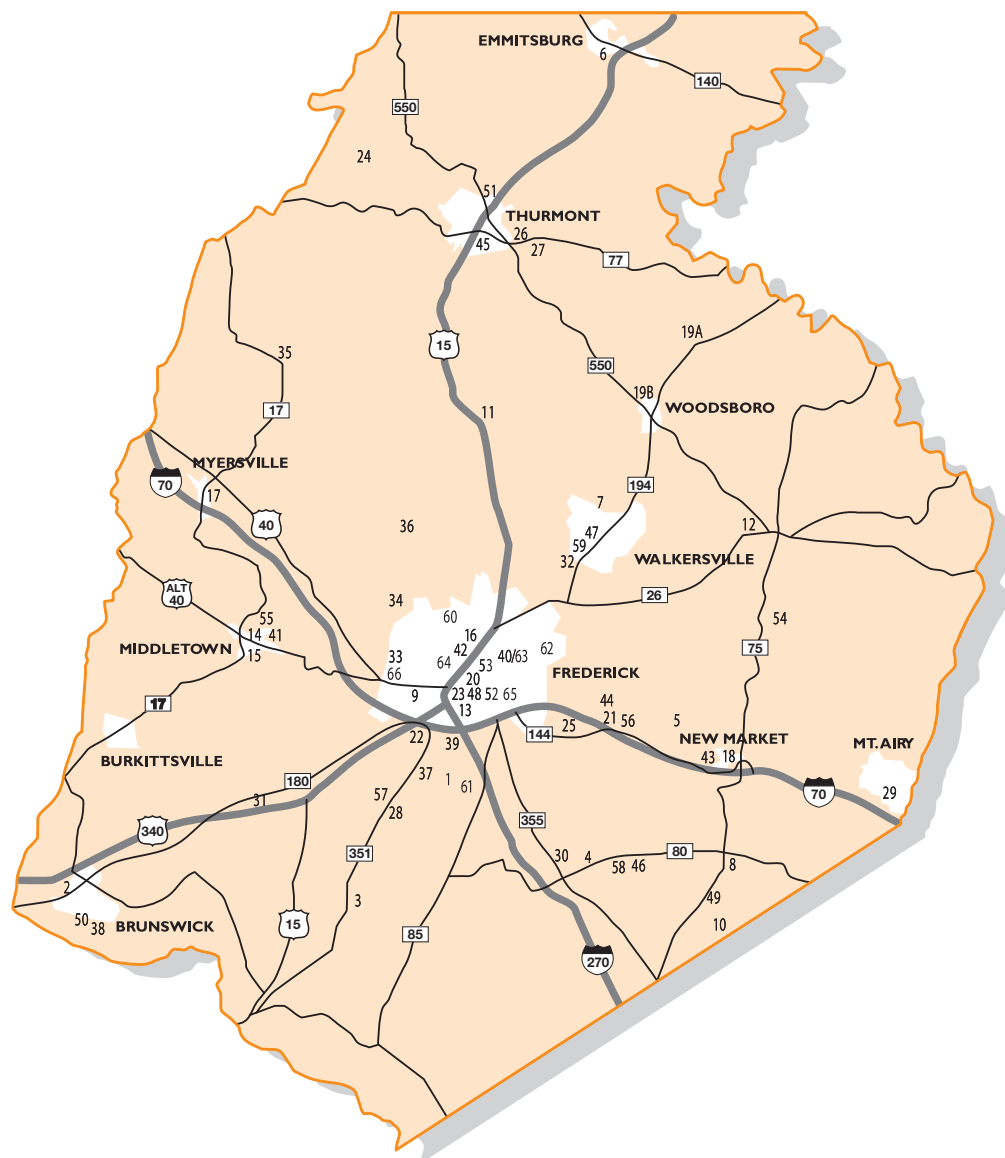
1. **Ballenger Creek\*** **240-236-2500**  
Ms. Kristen Canning, Principal  
5250 Kingsbrook Drive  
Frederick, MD 21703  
Fax 240-236-2501
2. **Brunswick ♦♦** **240-236-2900**  
Mr. Justin McConaughy, Principal  
400 Central Avenue  
Brunswick, MD 21716  
Fax 240-236-2901
3. **Carroll Manor ♦♦** **240-236-3800**  
Ms. Kimberly Huffer, Principal  
5624 Adamstown Road  
Adamstown, MD 21710  
Fax 240-236-3801
4. **Centerville** **240-566-0100**  
Ms. Tracy Hilliard, Principal  
3601 Carriage Hill Drive  
Frederick, MD 21704  
Fax 240-566-0101
5. **Deer Crossing ♦** **240-236-5900**  
Ms. Heather Michael, Principal  
10601 Finn Drive  
New Market, MD 21774  
Fax 240-236-5901
6. **Emmitsburg \*** **240-236-1750**  
Ms. Mary Ann Wiles, Principal  
300 South Seton Avenue  
Emmitsburg, MD 21727  
Fax 240-236-1751
7. **Glade ♦♦** **240-236-2100**  
Mr. Lorcán ÓhEithir, Principal  
9525 Glade Road  
Walkersville, MD 21793  
Fax 240-236-2101
8. **Green Valley** **240-236-3400**  
Ms. Leigh Warren, Principal  
11501 Fingerboard Road  
Monrovia, MD 21770  
Fax 240-236-3401
9. **Hillcrest \*** **240-236-3200**  
Ms. Kimberly Seiss, Co-Principal  
Mr. Karl Williams, Co-Principal  
1285 Hillcrest Drive  
Frederick, MD 21703  
Fax 240-236-3201
10. **Kempton** **240-236-3500**  
Ms. Sharon West, Principal  
3456 Kempton Church Road  
Monrovia, MD 21770  
Fax 240-236-3501
11. **Lewistown** **240-236-3750**  
Ms. Shirley Olsen, Principal  
11119 Hessong Bridge Road  
Thurmont, MD 21788  
Fax 240-236-3751
12. **Liberty** **240-236-1800**  
Mr. Todd Shaffer, Principal  
11820 Liberty Road  
Frederick, MD 21701  
Fax 240-236-1801
13. **Lincoln ♦♦** **240-236-2650**  
Ms. Kathryn Golightly, Principal  
200 Madison Street  
Frederick, MD 21701  
Fax 240-236-2651
14. **Middletown** **240-236-1100**  
Grades 3-5  
Mr. Randy Perrell, Principal  
201 East Green Street  
Middletown, MD 21769  
Fax 240-236-1150
15. **Middletown Primary ♦♦** **240-566-0200**  
Grades Pre-K-2  
Ms. Karen Hopson, Principal  
403 Franklin Street  
Middletown, MD 21769  
Fax 240-566-0201
16. **Monocacy \*** **240-236-1400**  
Mr. Troy Barnes, Principal  
7421 Hayward Road  
Frederick, MD 21702  
Fax 240-236-1401
17. **Myersville** **240-236-1900**  
Ms. Kathy Swire, Principal  
429 Main Street  
Myersville, MD 21773  
Fax 240-236-1901
18. **New Market \*** **240-236-1300**  
Mr. Jason Bowser, Principal  
93 West Main Street  
New Market, MD 21774  
Fax 240-236-1301

19. **New Midway-Woodsboro**  
Mr. Giuseppe Di Monte, Principal  
**A) New Midway** **240-236-1500**  
Grades 3-5  
12226 Woodsboro Pike  
Keymar, MD 21757  
Fax 240-236-1501  
**B) Woodsboro \*** **240-236-3700**  
Grades Pre-K-2  
101 Liberty Road  
Woodsboro, MD 21798  
Fax 240-236-3701
20. **North Frederick \*** **240-236-2000**  
Ms. DeVeda Coley, Principal  
1010 Fairview Avenue  
Frederick, MD 21701  
Fax 240-236-2001
21. **Oakdale ♦♦** **240-236-3300**  
Ms. Kimberly Clifford, Principal  
5830 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-3301
22. **Orchard Grove ♦♦** **240-236-2400**  
Ms. Debra Myers, Principal  
5898 Hannover Drive  
Frederick, MD 21703  
Fax 240-236-2401
23. **Parkway** **240-236-2600**  
Ms. Stephanie Brown, Principal  
300 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-2601
24. **Sabillasville** **240-236-6000**  
Ms. Kate Krietz, Principal  
16210-B Sabillasville Road  
Sabillasville, MD 21780  
Fax 240-236-6001
25. **Spring Ridge ♦♦** **240-236-1600**  
Ms. Patricia Hosfelt, Principal  
9051 Ridgefield Drive  
Frederick, MD 21701  
Fax 240-236-1601
26. **Thurmont (Gr. 3-5)** **240-236-0900**  
Ms. Christina McKeever, Principal  
805 East Main Street  
Thurmont, MD 21788  
Fax 240-236-0901
27. **Thurmont Primary ♦♦** **240-236-2800**  
Grades Pre-K-2  
Ms. Karen Locke, Principal  
7989 Rocky Ridge Road  
Thurmont, MD 21788  
Fax 240-236-2801

28. **Tuscarora** **240-566-0000**  
Dr. Kimberly Mazaleski, Principal  
6321 Lambert Drive  
Frederick, MD 21703  
Fax 240-566-0001
29. **Twin Ridge ♦♦** **240-236-2300**  
Ms. Susan Gullo, Principal  
1106 Leafy Hollow Circle  
Mt. Airy, MD 21771  
Fax 240-236-2301
30. **Urbana ♦** **240-236-2200**  
Mr. Allie Watkins, Principal  
3554 Urbana Pike  
Frederick, MD 21704  
Fax 240-236-2201
31. **Valley \*** **240-236-3000**  
Ms. Elizabeth Little, Principal  
3519 Jefferson Pike  
Jefferson, MD 21755  
Fax 240-236-3001
32. **Walkersville** **240-236-1000**  
Ms. Tess Blumenthal, Principal  
83 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-1050
33. **Waverley ♦♦** **240-236-3900**  
Ms. Jan Hollenbeck, Principal  
201 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-3901
34. **Whittier ♦♦** **240-236-3100**  
Ms. Amy Schwiegerath, Principal  
2400 Whittier Drive  
Frederick, MD 21702  
Fax 240-236-3101
35. **Wolfsville \*** **240-236-2250**  
Ms. Susan Kreiger, Principal  
12520 Wolfsville Road  
Myersville, MD 21773  
Fax 240-236-2251
36. **Yellow Springs** **240-236-1700**  
Ms. Jana Strohmeier, Principal  
8717 Yellow Springs Road  
Frederick, MD 21702  
Fax 240-236-1701

## MIDDLE

37. **Ballenger Creek** **240-236-5700**  
Ms. Jeneen Stewart, Principal  
5525 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-5701
38. **Brunswick** **240-236-5400**  
Mr. Jay Schill, Principal  
301 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-5401
50. **Brunswick** **240-236-8600**  
Mr. Michael Dillman, Principal  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601
51. **Catoctin** **240-236-8100**  
Mr. Bernard Quesada, Principal  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101
52. **Frederick** **240-236-7000**  
Mr. David Franceschina, Acting Principal  
Ms. Kathy Campagnoli, Special Assignment\*\*  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015
53. **Governor Thomas Johnson** **240-236-8200**  
Dr. Dan Lippy, Principal  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201
54. **Linganore** **240-566-9700**  
Ms. Nancy Doll, Principal  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701
55. **Middletown** **240-236-7400**  
Ms. Lee Jeffrey, Principal  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450
56. **Oakdale** **240-566-9400**  
Ms. Donna Clabaugh, Principal  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401
57. **Tuscarora** **240-236-6400**  
Mr. Andrew Kibler, Principal  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401
58. **Urbana** **240-236-7600**  
Mr. David Kehne, Principal  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601
59. **Walkersville** **240-236-7200**  
Ms. Tracey Franklin, Principal  
81 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-7250



## KEY

\* Pre-kindergarten program available

- ◆ Special education pre-kindergarten available

### Middle (continued)

39. **Crestwood** **240-566-9000**  
Ms. Jennifer Bingman, Principal  
7100 Foxcroft Drive  
Frederick, MD 21703  
Fax 240-566-9001
40. **Governor Thomas Johnson** **240-236-4900**  
Mr. Neal Case, Principal  
1799 Schifferstadt Boulevard  
Frederick, MD 21701  
Fax 240-236-4901
41. **Middletown** **240-236-4200**  
Mr. Everett Warren, Principal  
100 Martha Mason Street  
Middletown, MD 21769  
Fax 240-236-4250
42. **Monocacy** **240-236-4700**  
Dr. Stephanie Ware, Principal  
8009 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-4701
43. **New Market** **240-236-4600**  
Ms. T.C. Suter, Principal  
125 West Main Street  
New Market, MD 21774  
Fax 240-236-4650
44. **Oakdale** **240-236-5500**  
Ms. Mita Badshah, Principal  
5810 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-5501
45. **Thurmont** **240-236-5100**  
Ms. Jennifer Powell, Principal  
408 East Main Street  
Thurmont, MD 21788  
Fax 240-236-5101
46. **Urbana** **240-566-9200**  
Mr. Peter Daddone, Principal  
3511 Pontius Court  
Ijamsville, MD 21754  
Fax 240-566-9201
47. **Walkersville** **240-236-4400**  
Ms. Stacey Hiltner, Principal  
55 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-4401
48. **West Frederick** **240-236-4000**  
Mr. Frank Vetter, Principal  
515 West Patrick Street  
Frederick, MD 21701  
Fax 240-236-4050
49. **Windsor Knolls** **240-236-5000**  
Mr. Brian Vasquezna, Principal  
11150 Windsor Road  
Ijamsville, MD 21754  
Fax 240-236-5001

## OTHER

60. **Career and Technology Center** **240-236-8500**  
Mr. Michael Concepcion, Principal  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501
61. **Carroll Creek Montessori Public Charter School \*** **301-663-7970**  
Ms. Marilyn Horan, Principal  
7215 Corporate Court  
Frederick, MD 21703  
Fax 301-663-6107
62. **Frederick Classical Charter School** **240-236-1200**  
Ms. Erica Cummins, Principal  
8445 Spires Way, Suite CC  
Frederick, MD 21701  
Fax 240-236-1201
63. **Frederick County Virtual School** **240-236-8450**  
**(includes Flexible Evening High School)**  
Dr. Stacey Adamiak, Principal  
c/o GTJMS  
1799 Schifferstadt Boulevard  
Room 116  
Frederick, MD 21701  
Fax 240-236-8451
64. **Heather Ridge** **240-236-8000**  
Ms. Denise Flora, Principal  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001
65. **Monocacy Valley Montessori Public Charter School \*** **301-668-5013**  
Ms. Nancy Radkiewicz, Principal  
217 Dill Avenue  
Frederick, MD 21701  
Fax 301-668-5015
66. **Rock Creek** **240-236-8700**  
Ms. Mary Malone, Principal  
191 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-8701

\*\* Frederick High's new construction, fall 2017 move to the new building and the LYNX School program; see [www.fcps.org/lynx](http://www.fcps.org/lynx)

**For other useful numbers,  
see next page**

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**GENERAL TERMS AND CONDITIONS**  
**SECTION I**

**1. BIDDER REGISTRATION**

- a. All Frederick County Public School (FCPS) vendors and or contractors interested in bidding on FCPS projects must register at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). FCPS will no longer accept bidder's applications.

**2. PRE-BID MEETING**

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
  - [www.fcps.org](http://www.fcps.org)
  - Social Media: FCPS on Twitter and FCPS on Facebook
  - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
  - FCPS TV: Comcast Channel 18 (Frederick area)
  - Local radio and TV stations

**3. RECEIPT OF BIDS**

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
  - Bidder Name
  - Bid Number and Name
  - Due Date and Time



- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids 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.)

#### **4. OPENING OF BIDS**

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

#### **5. ADDENDA**

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

#### **6. PREPARATION OF BID**

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.
- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid

and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.

- d. The following items must be included in submission:
  - i. Proposal pages completely and accurately filled out.
  - ii. Signature Acknowledgement Form completed and signed.
  - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
  - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <https://certificate.dat.maryland.gov/Pages/default.aspx> .
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids 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 person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

**7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS (omit)**

**8. SAMPLES (omit)**

**9. BID PRICING (modified)**

- a. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.
- b. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.
- c. In case of an error in the extension of prices in the bid, the unit price shall govern.
- d. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.

**10. TAXES (omit)**

**11. GUARANTEES AND WARRANTIES (omit)**

- a. Should the awarded vendor(s) fail to comply with the terms of this guarantee, FCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

**12. BID OPENING**

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- c. The recommended award will be posted to the FCPS BoardDocs website a minimum of five days prior to the Board of Education meeting in which it will be presented.
- d. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, [www.fcps.org/bidlist](http://www.fcps.org/bidlist), after the Board of Education of Frederick County approval.

**13. ERRORS IN BID SUBMISSIONS**

- a. 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.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager 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.
- c. 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.

**14. AWARDS OR REJECTION OF BIDS**

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS 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 informality 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.

- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.
- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

## **15. CONTRACT FORMATION**

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.



## **16. PROTESTS**

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.
  - i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
    - Name, address, contact information of the protestor;
    - Statement of reasons for the protest;
    - Supporting documentation to substantiate the claim;
    - The remedy sought.
  - ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
  - iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
- c. The Purchasing Manager shall issue a decision in writing.
- d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
- e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
- f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

## **17. CONTRACT ASSIGNMENT**

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their 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 material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial

subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).

- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

#### **18. MULTI-YEAR CONTRACT**

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

#### **19. HOLD HARMLESS**

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, 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.

#### **20. CONTRACT DISPUTES**

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. 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.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

## **21. TERMINATION FOR DEFAULT**

- a. When an awarded 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 vendor, terminate the whole or any part of the contract in any of the following circumstances:
  - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
  - ii. If the vendor 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 calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
  - iii. If the vendor 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:
  - iv. 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.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor 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.

## **22. TERMINATION FOR CONVENIENCE**

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

## **23. GOVERNING LAW AND VENUE**

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

## **24. MULTI-AGENCY PARTICIPATION**

- a. FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be

appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

## **25. PACKAGING AND DELIVERY REQUIREMENTS (omit)**

## **26. BILLING AND PAYMENT**

- a. Invoices shall be submitted to: [accounts.payable@FCPS.org](mailto:accounts.payable@FCPS.org) or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS  
Accounts Payable Department  
191 South East Street  
Frederick, MD 21701

- b. Invoices and packing slips must contain the following information:
  - i. Bid Number
  - ii. Purchase Order Number
  - iii. Item Number (if applicable)
  - iv. Quantity (if applicable)
  - v. Brief Description of Item or Work Performed
  - vi. Unit Price Bid/Partial Payment Amount
  - vii. Extended Total for Each Item
  - viii. Grand Total
  - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.



**27. COMPLIANCE WITH SPECIFICATIONS (omit)**

**28. LIQUIDATED DAMAGES (modified)**

- a. A date for delivery of services shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.
- b. If the awarded vendor(s) fails to provide the services required within the prescribed time limits, the Contract Manager may elect to obtain services from an alternate source.
- c. The awarded vendor(s) may be required to pay any additional cost(s) incurred by FCPS for obtaining replacement services.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

**29. SAFETY REQUIREMENTS (omit)**

**30. LAWS AND REGULATIONS**

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

**31. PATENTS AND INTELLECTUAL PROPERTY (modified)**

The vendor will defend all suits or claims for infringement of any patent rights or intellectual property and will save the Board of Education of Frederick County harmless from loss.

**32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS (omit)**

**33. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS**

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) 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 vendor will 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 vendor, 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 at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.

- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

#### **34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County 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.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

#### **35. WEAPON POSSESSION ON SCHOOL PROPERTY**

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

#### **36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must

have an on-site, full time interpreter.

- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

### **37. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

### **38. STUDENT/STAFF CONFIDENTIALITY**

Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

### **39. PUBLIC INFORMATION ACT NOTICE**

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

### **40. FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

### **41. ETHICS POLICY**

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.

- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

#### **42. NON-COLLUSION**

- a. Bidder 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 bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder 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 bidder) with the primary intent to solicit or secure the contract.

#### **43. CONFLICT OF INTEREST**

The bidder will advise FCPS 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, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

#### **44. EMARYLANDMARKETPLACE REGISTRATION**

Contractors are required to register with [www.eMarylandMarketplace.org](http://www.eMarylandMarketplace.org) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.



**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**SPECIFIC TERMS AND CONDITIONS**  
**SECTION II**

**1. SCOPE**

- a. FCPS is moving forward in the planning and implementation of the LYNX High School. <http://www.fcps.org/the-lynx-school.cfm> . LYNX stands for Linking Youth to New Experiences. The concept focuses on highly individualized plans for student success, maximum choice and flexibility in setting and meeting academic and career goals, strong business partnerships that provide real-world learning and career opportunities, and highly flexible learning schedules and environments. Competency-based learning is a new and innovative approach for FCPS. The LYNX School is anticipated to open in the fall of 2017 in grade 9 at Frederick High School.
- b. The intent of this solicitation is to establish a contract for professional learning services for Frederick High teachers and Central Office Instructional staff in preparation for the implementation of LYNX. LYNX training will involve collaborative groups of teachers, address the needs of students with different learning styles, enable teachers to involve parents in their children's education, and allow teachers to use competency based assessments to improve classroom practice and student learning.
- c. See Section 8 for additional information that will inform the proposal submission.

**2. CONTRACT PERIOD**

- a. The contract shall be effective from date of award through December 31, 2017, with two one-year renewal terms effective January 1, 2018 through December 31, 2018, and January 1, 2018 through December 31, 2019, at the discretion of the Board of Education. A company submitting a proposal automatically accepts the possible renewal as a condition of award and acknowledges that all terms and conditions remain unchanged.
- b. Any exceptions to these terms and conditions must be clearly outlined in the Technical Proposal. Exceptions that are not in the best interest of FCPS may be grounds for rejection of a proposal.
- c. The budget figures for this work will not be communicated as part of the RFP process.
- d. It is anticipated that the initial phase shall take place sequentially during the first nine months of the initial award period.

**3. PRICING**

- a. All rates shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- b. Price adjustments may be considered at renewal. The request is subject to approval by the Contract Manager. The request must be submitted in writing at least 60 days prior to the renewal term, or by November 1, 2017, and shall be accompanied by supporting documentation.

#### **4. PREPARATION OF PROPOSAL**

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be placed in separate sealed envelopes and submitted in the correct number of copies.
- c. Technical Proposal:
  - i. Submit one original and additional copies of the Technical Proposal in a sealed envelope, properly labeled on the outside with the bidder's name and "TECHNICAL PROPOSAL".
  - ii. An electronic copy in Excel/Word/PDF format (on CD or USB Flash Drive is also requested but not required).
  - iii. The Technical Proposal will include the following forms completed:
    - Statutory Affidavit and Non-Collusion Certification (signed)
    - Certification of Compliance (signed)
    - Questionnaire
    - Supporting documents
- d. Cost Proposal:
  - i. Submit one original Cost Proposal, in a sealed envelope, properly labeled on the outside with the bidder's name and "COST PROPOSAL".
  - ii. The Cost Proposal will include the following form(s) completed:
    - Representations/Signature Page as a cover page, completed and signed.
    - Form of Proposal Part 2 - Pricing
  - iii. No separate costs for mileage, overhead or miscellaneous are acceptable. All costs are to be included in the rates on the Form of Proposal - Part 2.

#### **5. EVALUATION CRITERIA AND AWARD**

- a. A committee of five FCPS staff will independently review and evaluate each technical proposal. This committee will include the Executive Director of Curriculum and Instruction, the Director of System Accountability and School Improvement, the Frederick High School administrator, the Project Manager for High School Innovation and Transformation, and the Purchasing Buyer.
- b. The process for determining which vendor(s) to approve may take the form of either a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the vendor's business including capacity, financials, quality assurance, organizational structure and processes and performance.
- c. 65 points will be assigned for the technical proposal and will be assigned as follows:
  - Thoroughness of Proposal Submission – 3
  - Business Structure – 10
  - Insurance, Financial and Legal Issues – 2

- Experience of Staff Assigned to the Project – 15
  - References – 15
  - Understanding of Scope, Project Approach and Clear identification of Outcomes –15
  - Phone Interview –5
- d. Based on the information obtained via the evaluation, a vendor is scored and is either approved or not approved as one from whom to procure materials or services.
  - e. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials and irrelevant information are not to be submitted.
  - f. If not approved, the supplier will not be considered further in price evaluations.
  - g. If approved, cost proposals will be evaluated on a weighted basis. 35 total points will be awarded with the maximum points given for the lowest overall calculated costs.
  - h. Final ranking will be made on the basis of the criteria and rubric listed above.
  - i. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned.

## **6. VENDOR PERFORMANCE EVALUATION**

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
  - i. Delivery
  - ii. Response time
  - iii. Backorders
  - iv. Quality of deliverables
  - v. Invoicing
  - vi. Sales data (Contract data, non-contract data)
  - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

## **7. PROFESSIONAL LIABILITY AND AUTOMOBILE INSURANCE (modified)**

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

### **a. Worker's Compensation**

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will 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 vendor's Worker's Compensation Insurance.

### **b. Comprehensive Automobile Liability**

The vendor 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:

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

### **c. Professional Liability / Errors and Omission**

The Contractor shall maintain professional liability / errors and omissions coverage in the minimum amounts of \$1,000,000 per claim and \$1,000,000 in aggregate.

### **d. Proof of Carriage of Insurance**

The vendor will furnish FCPS 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 cancelled or materially altered, except after thirty days written notice has been received by FCPS."

### **i. Additional Insured**

The Owner, Board of Education of Frederick County, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other 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-/VIII.

## **8. RELEVANT INFORMATION FOR PROPOSAL PREPARATION**

- a. LYNX teachers will provide multiple and frequent opportunities for students to demonstrate content mastery, with a focus on competency-based learning and assessment. FCPS will contract with the the successful Contractor to provide professional learning on competency-based education.

### **1.) Estimated Timeline:**

- January 2017: The Contractor will conduct a webinar/conference call with the Central Office leadership staff as an introduction.
- January 2017: The Contractor shall be on site for one to three days to meet with LYNX and Central Office leadership to provide an overview of the topic, documents, and

develop an action plan for teacher training.

- February 2017 through July 2017: The Contractor shall be on site one to two days each month for ongoing professional learning.

2.) Alignment with FCPS Aspirational Goals & Priorities:

- **Goal 1:** FCPS will equip each and every student to be an empowered learner and an engaged citizen to achieve a positive impact in the local and global community.
  - **Related Priority:** FCPS will provide each and every student with high quality instruction that fosters inquiry, creative thinking, complex problem solving and collaboration.
  - **Related Priority:** FCPS will raise achievement for all students and eliminate achievement gaps.
- **Goal 2:** FCPS will hire, support and retain staff who champion individual, professional and student excellence.
  - **Related Priority:** FCPS will support all staff by providing ongoing opportunities to grow as professionals throughout their career

**RFP 17MISC4, PROFESSIONAL DEVELOPMENT SERVICES FOR  
COMPETENCY BASED LEARNING**

**TECHNICAL PROPOSAL QUESTIONNAIRE - PART 1**

*This form or a facsimile thereof must be completed in its entirety and the requested documents submitted accordingly. Additional sheets may be included for lengthy responses but the question or line item number must be used as reference. Extraneous marketing materials or irrelevant information is not to be submitted.*

**I. BUSINESS STRUCTURE:**

1. Legal name of company.
2. Date of establishment of company.
3. Brief company history.
4. Is your company non-profit or for profit? If non-profit, does the company have an IRS 501 c 3 letter of determination?
5. Provide your company's mission and vision statements and core beliefs.

**II. INSURANCE, FINANCIAL AND LEGAL ISSUES:**

6. Include a copy of your agency's professional liability and automobile insurance if it covers the individual staff members identified for this project. If not, then please confirm that each team member maintains his/her own professional liability and automobile insurance and agrees to maintain current insurance throughout the term of this contract.
7. Include a notarized letter on a bank's or accountant's letterhead that verifies the company's good financial standing and liquidity.
8. List and briefly describe any past or pending law suits or legal actions including dates, status, reason for litigation, final disposition, and the like. If none, state 'Not Applicable'.

**III. EXPERIENCE OF STAFF ASSIGNED TO THE PROJECT:**

9. Identify the team proposed for this project. Include their name, their proposed role, and a short Curriculum Vitae identifying their educational and work experience.
10. Describe or attach a list of webinars or seminar series that these individuals and/or your company has developed on blended learning, project-based learning; digital learning and competency-based assessments.
11. Have any of the team members identified above had a major role in developing these webinars or seminars? If so, who and what was their role.

#### **IV. REFERENCES:**

12. Provide a representative client list.
13. From this list, describe a minimum of three projects for non-profit school systems such as FCPS where your company provided professional development services closely aligned to the subject matter of this RFP. These references will be contacted. Include the following information:
  - Contact name(s), title(s), phone and email addresses
  - Date services were performed
  - Synopsis of services provided

#### **V. UNDERSTANDING OF SCOPE, PROJECT APPROACH AND IDENTIFICATION OF OUTCOMES:**

14. Summarize your understanding of the project scope.
15. Describe your approach to meeting the requirements, including contents of specific engagements and timeline compliance.
16. Describe the monthly professional learning objectives to be achieved.

#### **VI. EXCEPTIONS:**

17. Any terms/exceptions from the respondents that may differ from the conditions stated in this RFP must be clearly outlined here. Exceptions that are not in the best interest of FCPS may be grounds for rejection of a proposal.



**RFP 17MISC4, PROFESSIONAL DEVELOPMENT SERVICES FOR  
COMPETENCY BASED LEARNING**

**FORM OF PROPOSAL - PART 2**

In compliance with your request for proposal, the undersigned proposes to provide all labor, materials, equipment, and incidentals necessary and required to perform various professional development and consulting services in strict accordance with the specifications at the following rates\*:

**I. INITIAL PHASE PRICING\***

A. Task 1—Introductory Webinar/Conference Call: \$ \_\_\_\_\_

B. Task 2—Initial Review and Planning:

Per Diem Rate per Individual	\$ _____	X	Number of Individuals _____	= \$ _____
Travel Rate per Individual	\$ _____	X	Number of Individuals _____	= \$ _____
Sub-Total				\$ _____
Recommended # of Days		X	_____	
			Total Cost for Option 2	\$ _____

**II. ONGOING SUPPORT DURING INITIAL PHASE\*:**

A. Rate per Webinar/Conference Call	\$ _____
B. Rate per Diem per Individual on Location	\$ _____
C. Travel Rate per Individual	\$ _____
D. Other (Specify): _____	\$ _____

**\*NOTE: These rates are to be inclusive of overhead, profit, administrative fees, direct and indirect costs including preparation time, coaching or research.**

**RFP 17MISC4, PROFESSIONAL DEVELOPMENT SERVICES FOR  
COMPETENCY BASED LEARNING**

**SIGNATURE ACKNOWLEDGING COST PROPOSAL**

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

dba: \_\_\_\_\_

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 #2	_____
Addendum #3	_____	Addendum #4	_____

**FREDERICK COUNTY PUBLIC SCHOOLS**  
**RFP 17MISC4, PROFESSIONAL DEVELOPMENT SERVICES FOR**  
**COMPETENCY BASED LEARNING**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

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

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ 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 submission of bids or proposals for a public or private  
contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority  
business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement  
Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for  
conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for  
acts or omissions in connection with the submission of bids or proposals for a public or private  
contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to  
involvement in any of the conduct described in Paragraph 2 above is as follows:

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

(you may attach an explanation if necessary)

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

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(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

If required to be notarized:

(Witness)

(Title)

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

NOTARY PUBLIC

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

**RFP 17MISC4, PROFESSIONAL DEVELOPMENT SERVICES FOR COMPETENCY BASED  
LEARNING**

**CERTIFICATION OF COMPLIANCE**

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS 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.
4. 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 vendor, the site superintendent will 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.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
  - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
  - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I 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 and title of signatory\_\_\_\_\_

Print name of company\_\_\_\_\_