

**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5208 phone  
301-644-5213 fax



Stephen P. Starmer C.P.M., CSBA,  
Purchasing Manager  
**Kim Miskell, Assistant Purchasing Manager**  
Billie Laughland, Purchasing Agent  
Bill Meekins CPPB, CSBO, CPCP,  
Purchasing Agent  
Shane Ryberg, Purchasing Agent

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RFP NUMBER/RFP NAME: 18MISC13, Fun Academics in the Summer Time (FAST)

RFP ISSUE DATE: April 11, 2018

RFP CONTRACT MANAGER: Kim Miskell, Assistant Purchasing Manager, [kim.miskell@fcps.org](mailto:kim.miskell@fcps.org)

RFP CONTRACT ADMINISTRATOR: Doreen Bass, Grants Coordinator, School Administration and Leadership,  
[doreen.bass@fcps.org](mailto:doreen.bass@fcps.org)

QUESTIONS: Questions due no later than 4:00 P.M., local time, on April 26, 2018.  
Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

OBTAINING RFP DOCUMENTS: To view and/or download this solicitation package please visit our webpage at:  
[www.fcps.org/bidlist](http://www.fcps.org/bidlist). If you have problems downloading this bid or applicable addenda, contact: [amy.beall@fcps.org](mailto:amy.beall@fcps.org)

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

RFP DUE: 4:00 P.M., local time, on May 2, 2018  
**Proposals will only be accepted via email.**

SEALED RFP 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: TBD

ELIGIBILITY TO BID: All Frederick County Public School 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.

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## INVITATION – REQUEST FOR PROPOSALS

April 11, 2018

RFP 18MISC13, Fun Academics in the Summer Time (FAST)

The Board of Education of Frederick County will receive requests for proposals for 18MISC13, Fun Academics in the Summer Time (FAST). Request for Proposals (RFP) are to be submitted to Kim Miskell, Assistant Purchasing Manager, [kim.miskell@fcps.org](mailto:kim.miskell@fcps.org) no later than 4:00 P.M., local time, on May 2, 2018. **Only electronic (email) proposals will be accepted.**

A technical assistance meeting will not be held. In lieu of a technical assistance meeting, potential bidders are to submit questions to Kim Miskell, Assistant Purchasing Manager, [kim.miskell@fcps.org](mailto:kim.miskell@fcps.org) no later than 4:00 P.M., local time, on April 26, 2018.

All FCPS vendors and or contractors interested in bidding on FCPS projects must register at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com), prior to contract award. FCPS will no longer accept bidder's applications.

To view and/or download this solicitation package please visit our webpage at: <http://www.fcps.org/bidlist>

FCPS System does not discriminate in admissions, access, treatment, or employment in its programs or activities on the basis of race, color, gender, age, national origin, religion, or disability. For more information, contact the Executive Director of Legal Services at 301-696-6851.

The Board of Education of Frederick County, Maryland, reserves the right to reject any and all bids and to waive any informalities or irregularities in bidding.

By order of the Board of Education of Frederick County, Maryland.

Purchasing Agent

Kim Miskell  
Assistant Purchasing Manager

**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 (Modified)**

- a. A Pre-Bid Meeting will not be held.
- b. 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 submission deadline for questions.

**3. RECEIPT OF PROPOSALS (Modified)**

- a. Proposals received prior to the time of opening will be time securely kept unopened. No proposal received thereafter will be considered. FCPS will not be responsible for the premature opening of proposals received that are not properly addressed or identified. Any proposal may be withdrawn before the scheduled time for opening bids.
- b. Proposals received after the designated date and/or time on the solicitation cover sheet will not be accepted.
- c. In the event of inclement weather on the date when proposals are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, 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.)

**4. OPENING OF BIDS (Modified)**

- a. Sealed proposals will be opened at the location, date, and time indicated on the solicitation cover sheet.

**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. Each bidder shall ascertain, prior to submitting a proposal 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 (Modified)**

- 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 proposal 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 proposal 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. 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: [www.Egov.maryland.gov/BusinessExpress](http://www.Egov.maryland.gov/BusinessExpress) .
- e. 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.
- f. 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.
- g. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- h. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

## **7. BID PRICING (Modified)**

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 180 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.
- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.

- d. All unit prices on items bid shall be completed on the provided proposal sheet(s). Blank spaces in the proposal sheet will be considered as not being bid.
- e. In case of an error in the extension of prices in the bid, the unit price shall govern.
- f. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.

## **8. TAXES**

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

## **9. BID OPENING**

- a. Proposals 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 three 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.

## **10. ERRORS IN BID SUBMISSIONS (Modified)**

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting proposals. 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 proposal 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.

## **11. AWARDS OR REJECTION OF BIDS (Modified)**

- a. The basis of award shall be the lowest responsible bidder submitting a responsive proposal 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 proposals, to reject any or all proposals 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 solicitation, 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 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 180 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. 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.
- f. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- g. If, after competitive sealed proposals 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.
- h. 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.
- i. The Board of Education of Frederick County reserves the right to reject the proposal 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.
- j. The Board of Education of Frederick County retains the right to reject any and all proposals, if it is deemed in the best interest of FCPS to do so.
- k. If, during the life of the contract, a service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded service and award to a new bidder, as long as that bidder mutually agrees to the award.

## **12. 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, and documents associated with the bid solicitation/submission/award.

- c. 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.

### **13. 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.

### **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.



## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. COMPLIANCE WITH SPECIFICATIONS**

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications.
- b. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

### **32. 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.

### **33. 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.

### **34. 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.

### **35. 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.

**PARTNERSHIP/GRANT OPPORTUNITY FOR  
COMMUNITY-BASED ORGANIZATIONS  
FUN ACADEMICS IN THE SUMMER TIME (FAST)  
REQUEST FOR PROPOSALS**



**DEADLINE: Wednesday, May 2, 2018 by 4:00 p.m.**

Frederick County Public Schools (FCPS) invites community-based organizations in Frederick County to join in its application to the Maryland State Department of Education (MSDE) for funding through the 21<sup>st</sup> Century Community Learning Center program. Through a contractual arrangement, FCPS can assist with funding the services or activities provided to students at Community Learning Center sites by community-based organizations.

**Purpose of the Grant Program:** The 21<sup>st</sup> Century Community Learning Center is a federal grant program, with funds coming from the United States Department of Education to MSDE for dissemination to local entities. The purpose of the 21<sup>st</sup> Century program is to create community learning centers that provide students with academic enrichment opportunities as well as additional services designed to complement their regular academic program. Community learning centers must also offer families of participating students literacy instruction, adult education or parent leadership/parent education programs. Proposed activities must target students and families of students who attend schools eligible for Title I schoolwide programs or schools that serve a high percentage of students (above 40%) from low-income families.

**Existing 21<sup>st</sup> Century Learning Centers:** FCPS has been operating 21<sup>st</sup> Century Community Learning Centers since 2009. Currently, FCPS has a grant from MSDE that funds 21<sup>st</sup> Century summer programs at Monocacy Elementary, Monocacy Middle, West Frederick Middle, Frederick High, and Gov. Thomas Johnson High Schools. Locally, these programs are known as **Fun Academics in the Summer Time (FAST)**.

**New Funding for Programs Starting in Summer 2019:** MSDE recently announced a new round of grant funding for 21<sup>st</sup> Century programs. FCPS will submit an application to MSDE to implement a FAST summer program serving Hillcrest Elementary, Waverley Elementary, Lincoln Elementary, Monocacy Elementary, North Frederick Elementary, and Monocacy Middle schools.

**Locations:** The Hillcrest, Waverley and Lincoln programs will run together as one site at Lincoln Elementary School and serve 200 students. The Monocacy and North Frederick programs will run together as one site at Monocacy Elementary School and serve 50 students. The Monocacy Middle School program will run at Monocacy Middle and serve 50 students. Proposals for partnership must serve all three locations.

**FCPS Focus:** FAST will provide summer learning opportunities for students, as well as character education, service learning, family and adult literacy, adult education, parent leadership, parent education, recreation and youth development opportunities. Students will

be targeted for participation in FAST+ if they are not meeting identified grade-level standards in language arts and are in poverty.

**Number of Students to Be Served:** A total of 300 students will be served during the summer program.

**Application Deadline:** Wednesday, May 2, 2018 by 4:00 p.m.

**Grant Period:**

- Year 1: Summer 2019
- Year 2: Summer 2020
- Year 3: Summer 2021

**Anticipated Subgrant Funding to Partners:**

- Year 1 (summer 2019): \$100,000
- Year 2 (summer 2020): \$100,000
- Year 3 (summer 2021): \$100,000

**Cost Sharing Requirement:** MSDE requires that all applicants demonstrate 10% cost sharing or in-kind contributions to the project. FCPS is thus requiring all applications for partnership to include a 10% in-kind contribution in their proposed budgets.

**Number of Subgrants to be Awarded:** 3-5

**Summer Hours of Operation:** If funded, the program will operate for five weeks (20 days) during summer sessions in 2019, 2020, and 2021. Hours of operation will be from 8:30 a.m. to 2:30 p.m., Monday – Thursday. The academic component will run from 9:00 a.m. – Noon and will be provided by FCPS teachers. Enrichment activities provided by partner organizations will begin at 12:30 p.m. and run for 90 minutes. Program dismissal is at 2:30 p.m. It is expected that multiple enrichment activities will be held each day that the program is in operation.

**Academic Integration:** Partners will be required to incorporate FAST's instructional focus into their activities. To that end, partners will attend a full day professional learning workshop in June 2019, and each June thereafter, that will focus on integrating the FAST instruction focus into integrated into your enrichment activities, as well as behavior management and youth development. Acknowledgement of this commitment to attend the professional learning workshop must be included in the cover letter from your organization's Chief Executive Officer (see below).

**Allowable Activities:**

- Offer students a broad array of services, programs and activities, such as STEM education; youth development and engagement; substance abuse and alcohol prevention; service learning; violence prevention; counseling; mental health programming; art; music; sports or fitness; recreation; and character education programs that reinforce and complement the regular academic program of participating students.

- Offer families of students served by FAST opportunities for family engagement, family literacy and parent education programs.

**Submission Information:** Submit by **4:00 p.m. on Wednesday, May 2, 2018** to Kim Miskell at [kim.miskell@fcps.org](mailto:kim.miskell@fcps.org). **Only electronic (e-mail) applications will be accepted.**

**Submission Format:** Applicants must adhere to the guidelines set forth below.

- Only electronic applications will be accepted, with the narrative in Microsoft Word format and the budget in either Word or Microsoft Excel. The signed cover letter and required resume (see below) can be a pdf file.
- Include a signed cover letter from your organization's Chief Executive Officer (CEO) committing to the proposed activities, the budget and the cost-sharing requirement. In the letter, the CEO must also commit to (a) attending the annual professional development workshop on the School Improvement Plan and integration of academics into partner activities, (b) working with an outside evaluator and (c) serving on the FAST Steering Committee. If the CEO will delegate representation on the Steering Committee to a designee, that person must be identified in the letter, along with contact information.
- Address the letter to Dr. Theresa R. Alban, Superintendent of Schools. If your application is selected for inclusion in the FCPS grant, we will then require an original copy of the letter.
- The resume of your organization's representative to the Steering Committee must be included as an attachment to your application.
- Limit the application narrative to five pages, excluding the cover sheet and budget.
- Use 1" margins at the top, bottom, and both sides.
- Double space all text in the five-page narrative.
- Use a 12-point font in the five-page narrative.

**Review Process:** The FAST Project Team will score applications based on the review criteria, as outlined below. Applicants may be called to answer follow-up or clarifying questions. All applicants will receive an email indicating their partnership status.

**Technical Assistance:** Questions regarding this partnership opportunity should be submitted via email to Kim Miskell, Assistant Purchasing Manager, Frederick County Public Schools at [kim.miskell@fcps.org](mailto:kim.miskell@fcps.org) by April 26 at 4:00 p.m.

**Fingerprinting:** Any individual working with students must be fingerprinted by the FCPS Human Resources Department. This includes individuals working for an organization contracted to perform services or provide activities for students. Individuals working for our partners in the FAST program must appear in person with photo identification to FCPS' Central Office for fingerprinting. Fingerprints will be submitted to the State Criminal Justice Information System and the FBI. Fees for processing criminal background checks will be funded through the grant and paid directly by FCPS. FCPS reserves the right to question any information received and/or dismiss an individual working for a partner agency from his/her work for FAST+ based upon information received.

**Immigration Reform & Control Act of 1986, Public Law 99-603 (8USC 1324a):** Our partners are required to ensure that their employees working in the FAST are eligible to



work in the United States. FCPS reserves the right to question any information received and/or dismiss an individual from performing work funded by FAST.

**Timeline:**

Thursday, April 26, 2018	Technical Assistance Questions
Wednesday, May 2, 2018 (4 PM)	Applications Due to FCPS
Friday, May 11, 2018	FCPS Application Due to MSDE
September 2018	MSDE Notification of Grant Award
November 2018	Steering Committee Meeting
January 2018	Steering Committee Meeting
March 2019	Steering Committee Meeting
June 2019	Professional Learning Workshop
July 2019	Summer Program Begins

**Review Criteria:** Your application must include the following sections, which will be evaluated out of a total of 100 points. ***Project Services***, ***Management Plan*** and ***Sustainability*** constitute the application narrative and should total no more than five pages.

- ***Project Services (45 points):*** Thoroughly describe the services or activities that your organization will provide to students or families. Address the likelihood that these services will lead to improvements in student achievement as measured by rigorous academic standards or changes in student behavior. Research that supports the proposed activities **must** be discussed. Also include background information on your organization, any past experience it has in working with students or FCPS and its success in providing the proposed services. Success should be measured by increases in student achievement, attendance or participation in a past program, or by changes in student behavior.
- ***Management Plan (30 points):*** Describe how your activities or services will be implemented. Be specific about the number of activities that will be offered, when they will be offered and how many students will be involved. Be specific about who will plan the activities and who will be working directly with students. If volunteers will be used, list the qualifications of the volunteers, how they will be recruited and the training and supervision they will be provided. Discuss how your organization will meet the criteria for fingerprinting and compliance with the Immigration Reform & Control Act of 1986. Documentation of compliance will be required prior to program implementation. Lastly, include the name and qualifications of the project director; this will be the person who will serve as your organization's representative on the FAST Steering Committee. A resume for this individual must be attached to your application.
- ***Sustainability (5 points):*** Specifically describe how your organization will help sustain FAST upon the conclusion of the three year grant.
- ***Budget (20 points):*** Include a detailed budget for each year of the project. The attached table should be used to detail a budget for Year One of the project (summer 2019). Use as many rows as necessary to show the detail of your budget. Also include detailed information on the 10% cost-sharing or in-kind requirement. Note that indirect costs cannot be included in your budget.

<b>PROPOSED SCHEDULE: SUMMER PROGRAM</b>	
<b>Time</b>	<b>Activity</b>
8:30 – 8:45 am	Arrival by FCPS bus or parent drop off
8:30 – 9 am	Breakfast
9 – 10:15 am	Academic Component I provided by FCPS teachers
10:15 – 10:30 am	Break/Transition
10:30 – 11:45 am	Academic Component II provided by FCPS teachers
11:45 – 12:00 pm	Transition to Cafeteria
12:00 – 12:30 pm	Lunch
12:30 – 2:00 pm	Enrichment Block provided by partner organizations
2:00 - 2:30 pm	Transition to Cafeteria for dismissal
2:30 pm	Dismissal: FCPS bus transportation or parent pick up

## BUDGET TABLE

Year 1 Budget (Summer 2019) Note that a budget is required for Year 1 only. Budgets for Years 2 and 3 are not required at this time.						
Item	Unit Cost	# of Units	Calculation	Total Requested from FCPS	In-Kind Contribution*	Total Project Costs
Personnel						
Fringe Benefits						
Travel						
Equipment						
Supplies						
Total Costs						

- ***A 10% in-kind contribution is required for this project.***
- ***Sources of in-kind contributions should be included as a footnote to this table.***