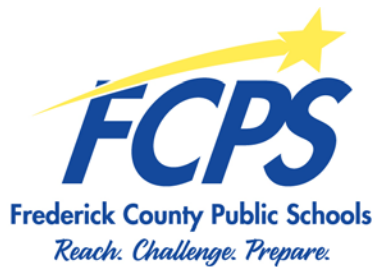


Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5212 phone
301-644-5213 fax



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

BID NUMBER/BID NAME:	RFP 18MISC9, Behavioral Health Services
BID ISSUE DATE:	April 27, 2018
BID CONTRACT MANAGER:	Billie Laughland, Purchasing Agent, billie.laughland@fcps.org
BID CONTRACT ADMINISTRATOR:	Jet Reid, Director of Student Services, jethro.reid@fcps.org
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on May 7, 2018. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	A Pre-Bid Meeting will not be held.
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist . If you have problems downloading this bid or applicable addenda, contact: Krista Long at krista.long@fcps.org
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on May 22, 2018. 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: July 11, 2018.
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com . 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	8-17
Bidder Registration (Omitted)	
Pre-Bid Meeting (Omitted)	
Receipt of Bids	
Opening of Bids	
Addenda	
Preparation of Bid	
Standard of Quality, "Or Equal Clauses," And Substitutions (Omitted)	
Samples (Omitted)	
Bid Pricing (Omitted)	
Taxes (Omitted)	
Guarantees and Warranties (Omitted)	
Bid Opening	
Errors in Bid Submissions	
Awards or Rejection of Bids (Modified)	
Contract Formation (Modified)	
Protests	
Contract Assignment (Omitted)	
Multi-Year Contract (Omitted)	
Hold Harmless	
Contract Disputes	
Termination for Default	
Termination for Convenience	
Governing Law and Venue	
Multi-Agency Participation	
Packaging and Delivery Requirements (Omitted)	
Billing and Payment (Omitted)	
Compliance with Specifications (Modified)	
Liquidated Damages (Omitted)	
Safety Requirements (Omitted)	
Laws and Regulations (Modified)	
Patents(Omitted)	
Technology-Based Instructional Products (Omitted)	
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 (Omitted)	
Illegal Immigrant Labor (Omitted)	
Student/Staff Confidentiality	
Public Information Act Notice	
Force Majeure	
Ethics Policy	
Non-Collusion	
Conflict Of Interest	
Emarylandmarketplace Registration (Omitted)	

TABLE OF CONTENTS

SPECIFIC TERMS AND CONDITIONS - SECTION II	18-24
Scope and Background	
Contract Period	
Contract Terms	
Procedure for Newly Assigned Therapists	
Open Enrollment for Consideration of Additional Providers	
Preparation of Proposal	
Evaluation Criteria and Award	
Vendor Performance Evaluation (Modified)	
Insurance (Modified)	
Hold Harmless	
Provider Responsibilities	
CASS Responsibilities	
Provider Qualifications	
 THERAPIST CODE OF ETHICS AGREEMENT	 25-26
 QUESTIONNAIRE	 27-29
 SIGNATURE PAGE ACKNOWLEDGING PROPOSAL	 30
 STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION FORM	 31-32
 CERTIFICATION OF COMPLIANCE FORM	 33



Frederick County Public Schools, MD, School Year 2017-18 Calendar

August 2017

28-31 Mon-Thu Teachers Report to Work: Training and Preparation

September 2017

01 Fri Teachers Report to Work: Training and Preparation

04 Mon Labor Day: FCPS Closed

05 Tue First Day of School for Students

21 Thu Schools Closed: Fair Day. Rosh Hashanah.

October 2017

06 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

20 Fri Schools Closed for Students: Teacher Professional Development Day

November 2017

09 Thu End of Term 1

10 Fri Schools Closed for Students: Teacher Work Day

13 Mon Term 2 Begins

17 Fri Elementary Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; Middle and High Schools Are Full Day

20 Mon Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High School Is Full Day

21 Tue Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High School Is Full Day

22 Wed Schools Closed: Thanksgiving Break

23-24 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

December 2017

15 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

25-29 Mon-Fri Schools Closed: Winter Break

January 2018

01 Mon Schools Closed: New Year's Day

15 Mon Schools Closed: Dr. Martin Luther King Jr. Day

26 Fri 2-Hour Early Dismissal for Students: Teacher Work Day, End of First Semester and Term 2

29 Mon Schools Closed for Students: Teacher Work Day

30 Tue Second Semester and Term 3 Begin

February 2018

16 Fri 2-Hour Early Dismissal for Students: Teacher Work Session

19 Mon Schools Closed: Presidents' Day

March 2018

02 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

30 Fri Schools Closed: Good Friday

April 2018

02 Mon Schools Closed: Easter Monday

09 Mon End of Term 3

10 Tue Schools Closed for Students: Teacher Work Day

11 Wed Term 4 Begins

May 2018

11 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

28 Mon Schools Closed: Memorial Day

June 2018

15* Fri 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session

18* Mon Last Day of School for Teachers

*Includes 5 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. The 2-hour early dismissal will occur on the last day of school for students.

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 McConnaughey, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Butterfly Ridge**
Dr. Patricia Hosfelt, Principal
Opening 2018-2019 School Year
4. **Carroll Manor ♦♦** **240-236-3800**
Ms. Kimberly Huffer, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
5. **Centerville** **240-566-0100**
Ms. Tracy Hilliard, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
6. **Deer Crossing ♦** **240-236-5900**
Ms. Heather Michael, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
7. **Emmitsburg *** **240-236-1750**
Ms. Mary Ann Wiles, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
8. **Glade ♦♦** **240-236-2100**
Mr. Lorcán ÓhEithir, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
9. **Green Valley** **240-236-3400**
Ms. Leigh Warren, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
10. **Hillcrest **** **240-236-3200**
Ms. Kimberly Seiss, Co-Principal
Mr. Karl Williams, Co-Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
11. **Kemptown** **240-236-3500**
Ms. Elizabeth Worch, Principal
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501
12. **Lewistown** **240-236-3750**
Ms. Dana Austin, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
13. **Liberty** **240-236-1800**
Mr. Todd Shaffer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
14. **Lincoln ♦♦♦** **240-236-2650**
Ms. Kathryn Golightly, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
15. **Middletown** **240-236-1100**
Grades 3-5
Mr. Randy Perrell, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
16. **Middletown Primary ♦♦** **240-566-0200**
Grades Pre-K-2
Ms. Karen Hopson, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
17. **Monocacy **** **240-236-1400**
Mr. Troy Barnes, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
18. **Myersville** **240-236-1900**
Ms. Kathy Swire, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
19. **New Market *** **240-236-1300**
Mr. Jason Bowser, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301

20. **New Midway-Woodsboro**
Dr. 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
21. **North Frederick **** **240-236-2000**
Ms. DeVeda Coley, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
22. **Oakdale ♦♦** **240-236-3300**
Ms. Kimberly Clifford, Principal
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301
23. **Orchard Grove ♦♦** **240-236-2400**
Ms. Shirley Olsen, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
24. **Parkway** **240-236-2600**
Ms. Stephanie Brown, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
25. **Sabillasville** **240-236-6000**
Ms. Kate Krietz, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
26. **Spring Ridge ♦♦** **240-236-1600**
Ms. Pattie Barnes, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
27. **Thurmont** **240-236-0900**
Grades 3-5
Ms. Christina McKeever, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
28. **Thurmont Primary ♦♦** **240-236-2800**
Grades Pre-K-2
Ms. Karen Locke, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801

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

MIDDLE

38. **Ballenger Creek** **240-236-5700**
Ms. Jeneen Stewart, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
39. **Brunswick** **240-236-5400**
Mr. Jay Schill, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401

HIGH

51. **Brunswick** **240-236-8600**
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
52. **Catoctin** **240-236-8100**
Mr. Bernard Quesada, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
53. **Frederick** **240-236-7000**
Ms. Kathy Campagnoli, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
54. **Governor Thomas Johnson** **240-236-8200**
Dr. Dan Lippy, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
55. **Linganore** **240-566-9700**
Ms. Nancy Doll, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
56. **Middletown** **240-236-7400**
Ms. Lee Jeffrey, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
57. **Oakdale** **240-566-9400**
Ms. Donna Clabaugh, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
58. **Tuscarora** **240-236-6400**
Mr. Andrew Kibler, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
59. **Urbana** **240-236-7600**
Mr. David Franceschina, Acting Principal
1st Semester
Mr. David Kehne, Principal
2nd Semester
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
60. **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
- ★ STAR Schools

FINDOUTFIRST EMAIL AND TEXTING: WWW.FCPS.ORG/FOF

Middle (continued)

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

OTHER

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

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

RFP 18MISC9, BEHAVIORAL HEALTH SERVICES

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS) GENERAL TERMS AND CONDITIONS

SECTION I

(Modified 04.20.2018)

1. BIDDER REGISTRATION (Omitted)

2. PRE-BID MEETING (Omitted)

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: www.Egov.maryland.gov/BusinessExpress .
- 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 (Omitted)

8. SAMPLES

9. BID PRICING

10. TAXES

11. GUARANTEES AND WARRANTIES

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 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, 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 (Modified)

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 (Modified)

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. 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 (Omitted)

18. MULTI-YEAR CONTRACT (Omitted)

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 (Omitted)

26. BILLING AND PAYMENT (Omitted)

27. COMPLIANCE WITH SPECIFICATIONS (Modified)

- 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 and drawings.
- 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 with any work.

28. LIQUIDATED DAMAGES (Omitted)

29. SAFETY REQUIREMENTS (Omitted)

30. LAWS AND REGULATIONS (Modified)

- 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 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 (Omitted)

32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS (Omitted)

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 (Omitted)

37. ILLEGAL IMMIGRANT LABOR (Omitted)

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 (Omitted)

RFP 18MISC9, BEHAVIORAL HEALTH SERVICES

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

1. SCOPE AND BACKGROUND

- a. FCPS is inviting qualified providers to submit proposals for the provision of school-based behavioral health counseling services for students and families. Only providers who are not-for-profit or have a verifiable non-profit status are eligible to apply. Companies who sub-contract these services and/or staffing agencies are not eligible for award. The contract will be awarded to multiple service providers.
- b. The FCPS program for the delivery of behavioral health counseling services to students and families has grown in the last few years. All current providers as well as other interested non-profit or not-for-profit providers are required to respond to this Request for Proposal (RFP) in order to either continue their current services or become qualified as new providers.

Note: The terms “agency”, “provider”, “company”, “bidder” and “owner” are interchangeable. The terms “therapist”, “clinician”, “individual” and “practitioner” are interchangeable.

2. CONTRACT PERIOD

The initial term of the contract shall be from August 1, 2018 through July 31, 2020. FCPS retains the right to renew this contract for one additional two-year period from August 1, 2020 through July 31, 2022. Renewal of this contract will be invoked at the discretion of the Board of Education. Upon submission of a proposal, the providers consent to the possibility of contract renewal as a condition of award. Approved providers will be notified if the renewal term is invoked.

3. CONTRACT TERMS

- a. This program is administered by Community Agency School Services (CASS) Coordinators under the auspices of the Student Services Division of FCPS.
- b. Approved providers are authorized to meet with clients, referred through CASS, as well as other referrals of school-aged children and their families who may benefit by receiving services, in a FCPS building or community partnership location.
- c. Fees for services are established between the provider, client and client’s insurance carrier. FCPS has no role in the exchange of fees and receives no financial benefit at all.
- d. A provider submitting a proposal is assumed to be interested in being notified of all subsequent opportunities for providing their services. However, the provider shall be able to turn down an assignment if they are temporarily unavailable due to other work commitments.
- e. It is our expectation that a company will require criminal background checks as part of their normal hiring process and will only offer individuals to fulfil this contract who have no known criminal records and are not in known violation of any state or federal laws. FCPS Regulation 300-33, “Criminal Background Investigations”, II. C. stipulates that contract service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same

process as FCPS new employees. Providers are responsible for payment of the full cost of the criminal background check and fingerprinting, which is currently \$34.50. The only exception to this requirement are individuals who work directly for Frederick County Government, the Maryland State Department of Education, or the State of Maryland.

- f. Telepsychiatry may be used as long as the equipment is provided, maintained, insured and paid for by the provider.
- g. Therapists will not have access to FCPS computers.
- h. Orientation and training sessions, provided by FCPS to the therapists, are not billable.
- i. All clinicians, independently licensed to provide behavioral health counseling, are eligible for consideration as therapists. Graduate level interns may provide behavioral health counseling services to clients as long as they are under the supervision of a qualified and independently licensed Mental Health Clinician.
- j. The only geographic restriction for approval of a provider is that they have licensed staff available to perform services in Frederick County as needed, on a reliable and consistent basis.

4. PROCEDURE FOR NEWLY ASSIGNED THERAPISTS

- a. Before a new therapist may begin work in an FCPS school building, the provider must send an email to the CASS Coordinator with the following information.
 - Name
 - Contact Information
 - Education
 - Credentials/License #s
 - Professional Affiliations
 - Languages Spoken Fluently
 - Submit a revised copy of your company's Certificate of Insurance verifying coverage for this individual
 - A Code of Ethics statement signed by the individual
- b. Newly assigned therapists must be approved by the CASS Coordinator, must be fingerprinted by the FCPS Human Resources department, and will be required either to attend a meeting or conference with the assigned Coordinator prior to working with any students.
- c. Providers who work directly for Frederick County Government, the Maryland State Department of Education, or the State of Maryland, are exempt from evidencing insurance and undergoing FCPS fingerprinting requirements.

5. OPEN ENROLLMENT FOR CONSIDERATION OF ADDITIONAL PROVIDERS

- a. Bi-annually, during the open enrollment periods of July 1 through July 31, and January 1 through January 31, the purchasing department will accept letters of interest from additional providers to become qualified under this solicitation.
- b. Interested providers are required to submit a proposal in accordance with the same requirements stated in these documents.

6. 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. Proposal:
 - i. Submit one original and **five** additional copies of the Technical Proposal in a sealed envelope, properly labeled on the outside with the bidder's name and "TECHNICAL PROPOSAL".
 - ii. The Technical Proposal will include the following completed forms:
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Questionnaire
 - Supporting documents

7. EVALUATION CRITERIA AND AWARD

- a. A committee of FCPS staff will independently review and evaluate each proposal.
- b. The process for determining which providers to approve may take the form of either a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the provider's business including capacity, financial stability, quality assurance, organizational structure and processes and performance.
- c. The committee shall determine which proposals meet the basic requirements of these specifications and shall have the authority to determine whether any deviation from the requirements is substantial in nature.
- d. FCPS intends to qualify multiple service providers.

8. VENDOR PERFORMANCE EVALUATION (Modified)

- 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. 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.
- c. 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.

9. 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 individual may not accept an assignment nor will

the provider allow any individual under their auspices to accept an assignment until the required insurance has been obtained and approved by FCPS staff.

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. Employers' Liability Insurance (Not Applicable)

c. Commercial General Liability Insurance

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

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy. (Not Applicable)

Completed operations liability coverage shall be in force for one year after completion of work. (Not Applicable)

d. Professional Liability Insurance (Added for this Contract)

The vendor will procure and maintain, during the life of the contract, Professional Liability Insurance with at least the following limits:

Per Occurrence	\$1,000,000
Aggregate Limit	\$3,000,000

e. Scope of Insurance and Special Hazards (Not Applicable)

f. 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

g. Subcontractor's Insurance (Not Applicable)

h. Builder's Insurance (Not Applicable)

i. 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, the Frederick County Government, and other entities stipulated by the Owner, 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.

10. HOLD HARMLESS

- a. The provider agrees to indemnify and hold harmless the Board of Education of Frederick County, FCPS, and CASS and any and all of its subsidiaries and affiliates, their trustees, agents and employees, against all suits, judgments and/or damages brought, recovered or exacted against CASS which (a) arise from any negligent act, willful misconduct or omission in the performance of services for CASS or (b) arise out of breach of the contract by the provider.
- b. The Board of Education of Frederick County, FCPS, and CASS agree to indemnify and hold harmless the provider and any and all of its subsidiaries and affiliates, their trustees, agents and employees, against all suits, judgments and/or damages brought, recovered or exacted against the provider which (a) arise from any negligent act, willful misconduct or omission in the performance of services for the provider or (b) arise out of breach of this contract by CASS.

11. PROVIDER RESPONSIBILITIES

- a. Provide behavioral health counseling services and facilitate referral to psychiatric services, as deemed necessary, to eligible families with students in FCPS.
- b. Behavioral health counseling services will be provided in designated schools and/or community partnership locations as determined by the provider and CASS Coordinators and based on client volume, and therapist and space availability.
- c. Therapists will communicate with their clients' parent/legal guardians at least once per month regarding therapy progress.
- d. The provider will assign a liaison who has supervisory authority and is available to meet with the designated CASS Coordinator regarding the partnership throughout the year and at a Frederick County location. Communication between the parties will occur, at a minimum, once a month, in person or via conference call, to review partnership progress and planning. The liaison also must be available by phone and email to respond to questions and address concerns when needed.
- e. All services shall be provided in a manner consistent with COMAR, the licensee's professional Code of Ethics, and the standards of The Joint Commission.
- f. The provider will schedule appointments and bill for services using its own established service reimbursement policies and procedures. FCPS has no role in securing any payment that may be due to Provider.

- g. Client records will be maintained as dictated by provider policy. The provider will electronically submit an encrypted data spreadsheet that tracks clients on a monthly basis. Minimally, the data will include month/year services began, therapist's name, client name (full first name, first initial of last name only), current school, psychiatric services, and month/year services terminated. The data spreadsheet must have the ability to be sorted alphabetically by school and by therapist. Data will be updated and sent monthly beginning each August through June to the designated CASS Liaison by the 5th of the following month.
- h. The laws and ethics surrounding confidentiality and patient rights will be followed by CASS and the Provider. Appropriate client consent will be obtained when more specific communication is determined to be of benefit to the client. Records are the property of the provider. Email communications between therapists and FCPS staff shall be encrypted when the email contains any student/family personally identifiable information. Furthermore, no single encrypted email message should contain both a client's full first name and full last name.
- i. Each therapist is required to provide a completed "Therapist Registration Form" to each school where services are provided.
- j. Therapists are required to provide a valid "Parental Consent for Therapy by Non-Frederick County Public School Employees" for each client prior to starting sessions in school. Lack of this valid parental consent form will prohibit the therapist from accessing the client at the school site. Parental consents will expire at the end of each school year. Therapists will need to obtain new consents for continuing clients before seeing them at school the following school year.
- k. Therapists are required to complete the "Therapist Session Log" maintained in each school building to include therapist name, date of session, and initials of client(s) seen.
- l. The therapist will adhere to the Code of Professional Ethics with regard to interruption of services and will make every attempt to ensure continuity of services in the event that services are interrupted by factors such as staff unavailability, relocation, illness, disability or death.
- m. The continuation of services during summer break will be negotiated on a case-by-case basis between the therapist and the family.

11. CASS RESPONSIBILITIES

- a. A CASS Coordinator will be assigned as a partner liaison to each agency.
- b. The assigned CASS Coordinator will provide an annual back-to-school training at a designated Frederick County location to update the agency on procedures and responsibilities related to the partnership.
- c. New hires assigned by the agency to work with clients in FCPS schools must be approved in advance by the CASS Coordinator. New hires will be required to either meet with or communicate with their assigned CASS Coordinator prior to seeing students in the school setting.
- d. CASS will educate school staff about the availability of behavioral health counseling services for students and families through the CASS Behavioral Health Counseling Partnerships.
- e. CASS will initiate and follow up with school administration to facilitate a space in a school or community partnership location as appropriate and will identify a point of contact in each school for agency therapists.

12. PROVIDER QUALIFICATIONS

a. REQUIRED

- Hold a IRS non-profit 501(c)(3) status or have a valid not-for-profit status
(Note: The organization must submit an IRS determination letter stating this status. Providers are directed to www.irs.gov regarding questions about IRS recognition as a non-profit organization and/or IRS determination letters.)
- Facilitate access to psychiatric services
- Provide school based behavioral health counseling services

b. PREFERRED

- School based psychiatric services, including tele-psychiatry
- Spanish speaking therapists
- Therapists fluent in sign language
- Pro bono psycho-educational groups
- School based therapists with ability to accept private/commercial insurance reimbursement

c. CREDENTIALS

- Outpatient Mental Health Clinic (OMHC) License issued by the Maryland Department of Health and Mental Hygiene/ Office of Health Care Quality
- Workers compensation (if applicable), automobile liability, general liability and professional liability insurance
- All therapists will hold a Masters Degree, be qualified to provide child and adolescent behavioral health counseling services, hold appropriate professional licensure and receive necessary clinical supervision.
- Interns must be Masters Level, be insured by their school and the provider, and be directly supervised by an independently licensed mental health professional.

RFP 18MISC9, BEHAVIORAL HEALTH SERVICES
THERAPIST CODE OF ETHICS AGREEMENT

As a condition of authorization to provide services in Frederick County Public Schools (FCPS), each individual therapist shall agree to the requirements below:

1. Therapists have been recommended to FCPS by an agency in consideration of their experience, history and references, which will assure the Board of their qualifications for executing the work.
2. Termination for Convenience: FCPS reserves the right to retract this approval for any therapist who has previously failed to perform adequately or properly in professional services contracts or for any therapist whose investigation shows is no longer in a position to perform the contract. At least 7 days written notice will be provided.
3. Termination for Cause: If any legal, moral or conflict of interest issues arise involving the service Providers, FCPS has the right to cancel this agreement with due cause immediately and with no notice.
4. In the event of termination of services to clients, there will be a termination session offered for closure purposes as well as information given to the client on alternative counseling options.
5. All services shall be provided in a manner consistent with COMAR, the licensee's professional Code of Ethics, and Joint Commission Standards.
6. Therapists shall schedule appointments and bill for services using its agency's established service reimbursement policies and procedures. FCPS has no role in securing any payment that may be due to the provider.
7. Therapist acknowledges no known relationships which would present a conflict of interest with the rendering of services under this agreement.
8. Therapists shall abide by FCPS Board policies and regulations while on school property, including but not limited to Policy 309, "Discrimination Unlawful"; Policy 112 "Drug-Free, Alcohol-Free, and Tobacco-Free Workplace" and the Code of Maryland (COMAR) which makes it illegal to possess a weapon of any kind.
9. Therapist acknowledges that they have not been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - 1.) A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
 - 2.) Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
 - 3.) A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State.

In the event that a registered sex offender is discovered to be working on FCPS property, whether through employment by an agency or as an individual, the site administrator will immediately remove the individual from the premises and his/her work assignment will be permanently terminated.
10. Confidentiality: Under no circumstances may any therapist release, disclose, sell or otherwise use FCPS student 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.

My signature below attests that I have read and agree to the above.

_____ Name	_____ Company
_____ Signature	_____ Date

RFP 18MISC9, BEHAVIORAL HEALTH SERVICES

QUESTIONNAIRE

I. BUSINESS STRUCTURE:

1. When was your company established?
2. Is your office within a 60-mile radius of Frederick County?
3. Confirm that your company is non-profit or not-for profit.
4. Submit an IRS 501 c 3 letter of determination.
5. Provide the name and contact information for the person responsible for administering this contract.

Name of Contact: _____ Title: _____

Email Address: _____

Cell Phone: _____ Office Phone: _____

II. SERVICES:

1. What services do you provide?
2. What is the age range of the clients you serve?
3. Do you conduct a family session as part of the delivery of therapeutic services?
4. Does your company provide psychiatric services, or do you make referrals to other professionals?
 - a. If referrals, to whom do you refer your clients?
5. Include a copy of any code of conduct you expect your therapists to sign and/or adhere to while representing your company.

III. EMPLOYEE QUALIFICATION AND TRAINING:

1. Do you conduct a background check for therapists? Does this include fingerprinting and immigration status?
2. Do you verify the licensure credentials of prospective employees?
3. Do you verify if there are any outstanding ethical or professional reprimands for these individuals?

4. Unless exempted per these specifications, will your company be paying for the FCPS fingerprinting/background check that is required prior to working with students, or will each therapist pay for their own?
5. On a separate sheet, include the following information for each practitioner currently available to participate in this contract:
 - Name
 - Contact Information
 - Education
 - Credentials/License #s
 - Professional Affiliations
 - Languages Spoken Fluently

IV. LICENSING AND INSURANCE:

1. Submit a copy of your company's Certificate of Insurance for verification of all categories of required coverage.
2. Does your insurance provide umbrella coverage for all of its therapists, including interns?
3. If not, then please confirm that each practitioner will maintain his/her own professional liability and malpractice insurance and agrees to maintain current insurance throughout the term of this contract.
4. Submit copy of Outpatient Mental Health Clinic (OMHC) License issued by the Maryland Department of Health and Mental Hygiene/ Office of Health Care Quality

V. LEGAL ISSUES:

1. List any past or pending lawsuits or legal actions including year, reason for litigation, and final disposition. If none, state 'Not Applicable'.
2. List and describe of any incidences of termination of contracts. If none, state 'Not applicable'.

VI. REFERENCES:

Provide the names, titles and contact information for three (3) references for whom you or your agency have provided the same services during the last five years. References may not include FCPS or CASS Coordinators and are preferred from school systems, or state or federal agencies, especially in the State of Maryland. If no work has been performed in Maryland, list work that is registered with other states, and name the states. FCPS will contact them as references.

1 Customer Name: _____ City/State: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

Services Provided: _____

#2 Customer Name: _____ City/State: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

Services Provided: _____

#3 Customer Name: _____ City/State: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

Services Provided: _____

- VI.** Any terms/exceptions from the providers that may differ from the conditions stated in these specifications must be clearly outlined here. Exceptions that are not in the best interest of FCPS may be grounds for rejection of a proposal.

RFP 18MISC9, BEHAVIORAL HEALTH SERVICES

SIGNATURE ACKNOWLEDGING PROPOSAL

Note: When submitting your bid/proposal, please use this page as a cover sheet for your 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	_____
Addendum #5	_____	Addendum #6	_____

RFP 18MISC9, BEHAVIORAL HEALTH SERVICES

FREDERICK COUNTY PUBLIC SCHOOLS

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 18MISC9, BEHAVIORAL HEALTH SERVICES

FREDERICK COUNTY PUBLIC SCHOOLS

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_____