

Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5209 phone
301-644-5213 fax
kim.miskell@fcps.org



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

RFP NUMBER/RFP NAME: 19MISC7, Classification Program and Training

ISSUE DATE: February 14, 2019

CONTRACT MANAGER: Kim Miskell, CSBO, Assistant Purchasing Manager, kim.miskell@fcps.org

CONTRACT ADMINISTRATOR: Tim Thornburg, Director of Human Resources, tim.thornburg@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on February 25, 2019
Submit questions in writing to the Contract Manager listed above with a copy
to the Contract Administrator.

PRE-PROPOSAL DATE: N/A

PRE-PROPOSAL LOCATION: N/A

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: joni.carlo@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

RFP DUE: 10:00 A.M., local time, on March 6, 2019

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. Do not return the
following pages: cover page, table of contents, map, calendar, directory or
terms and conditions.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: March 27, 2019

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.

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Frederick County Public Schools, MD, School Year 2018-19 Calendar

August 2018

24, 27-31 Fri, Mon-Fri Teachers Report to Work: Training and Preparation

September 2018

03 Mon FCPS Closed: Labor Day

04 Tue First Day of School for Students

10 Mon Schools Closed. Rosh Hashanah.

19 Wed Schools Closed. Yom Kippur. Fair Day.

October 2018

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

November 2018

02 Fri End of Term 1

05 Mon Schools Closed for Students: Teacher Work Day

06* Tue Schools Closed for Students: Election Day

07 Wed Term 2 Begins

Wed Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

08 Thu Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

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

21 Wed 2-Hour Early Dismissal for Students: Teacher Work Session

22*-23* Thu-Fri Schools Closed: Thanksgiving Break

December 2018

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

24*-31* Mon-Mon Schools Closed: Winter Break

January 2019

01* Tue Schools Closed: New Year's Day

21* Mon Schools Closed: Dr. Martin Luther King Jr. Day

25 Fri End of Term 2

28 Mon Schools Closed for Students: Teacher Work Day

29 Tue Second Semester and Term 3 Begin

February 2019

18* Mon Schools Closed: Presidents' Day

March 2019

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

April 2019

04 Thu End of Term 3

05 Fri Schools Closed for Students: Teacher Work Day

08 Mon Term 4 Begins

18**, 19*, 22* Thu-Mon Schools Closed: Spring Break

May 2019

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

27* Mon Schools Closed: Memorial Day

June 2019

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

12** Wed Last Day of School for Teachers

*State-Mandated Public Schools Holiday

**The school year will be extended if there are days closed for inclement weather or other emergencies. Subject to BOE revision, FCPS will make up days in the following sequence: April 18, June 12, 13 and 14. The June 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 ♦♦** **240-566-0300**
Dr. Patricia Hosfelt, Principal
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301
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**
Dr. Giuseppe Di Monte, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
10. **Hillcrest ♦♦♦** **240-236-3200**
Mr. Karl Williams, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
11. **Kemptown** **240-236-3500**
Ms. Liz 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**
Ms. Kimberly Clifford, 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. Kimberly Seiss, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
22. **Oakdale** **240-236-3300**
Ms. Leigh Warren, 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. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
27. **Thurmont** **240-236-0900**
Grades 3-5
Ms. Debra O'Donnell, 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 at Sugarloaf ♦** **240-566-0500**
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
32. **Valley *** **240-236-3000**
Ms. Tracy Poquette, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
33. **Walkersville *** **240-236-1000**
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
34. **Waverley ♦♦♦** **240-236-3900**
Ms. Jan Hollenbeck, Co-Principal
Mr. Allie Watkins, Co-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
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**
Mr. David Franceschina, 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. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
59. **Urbana** **240-236-7600**
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
60. **Walkersville** **240-236-7200**
Ms. Tracey K. Kibler, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250

MIDDLE



KEY

- * Pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

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

Middle (continued)

40. **Crestwood** 240-566-9000
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
41. **Governor Thomas Johnson** 240-236-4900
Ms. Maggie Gilgallon, 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
Ms. Stacey Hiltner, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
48. **Walkersville** 240-236-4400
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
49. **West Frederick** 240-236-4000
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
50. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquenza, 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
Dr. Camille Bell, 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 *** 240-236-6100
Ms. Nancy Radkiewicz, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
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 19MISC7, CLASSIFICATION PROGRAM AND TRAINING
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. FCPS will no longer accept bidder's applications.

2. PRE-BID MEETING

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

3. RECEIPT OF BIDS

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

- Bid Number and Name
 - Due Date and Time
- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
 - d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
 - e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

4. OPENING OF BIDS

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

5. ADDENDA

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

6. PREPARATION OF BID

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.

- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- d. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out.
 - ii. Signature Acknowledgement Form completed and signed.
 - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <https://certificate.dat.maryland.gov/Pages/default.aspx> .
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

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

8. SAMPLES (OMITTED)

9. BID PRICING (MODIFIED)

- a. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.
- b. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.
- c. In case of an error in the extension of prices in the bid, the unit price shall govern.

- d. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.

10. TAXES (OMITTED)

11. GUARANTEES AND WARRANTIES (MODIFIED)

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

12. BID OPENING

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- c. The recommended award will be posted to the FCPS BoardDocs website a minimum of 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

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

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

15. CONTRACT FORMATION

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.

- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

16. PROTESTS

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

17. CONTRACT ASSIGNMENT

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor

is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.

- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

18. MULTI-YEAR CONTRACT

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

19. HOLD HARMLESS

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

20. CONTRACT DISPUTES

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to

have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.

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

21. TERMINATION FOR DEFAULT

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
 - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
 - iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
 - iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

22. TERMINATION FOR CONVENIENCE

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

23. GOVERNING LAW AND VENUE

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

24. MULTI-AGENCY PARTICIPATION

- a. FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

25. PACKAGING AND DELIVERY REQUIREMENTS (OMITTED)

26. BILLING AND PAYMENT

- a. Invoices shall be submitted to: accounts.payable@FCPS.org or in duplicate to:

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

- b. Invoices and packing slips must contain the following information:
 - i. Bid Number
 - ii. Purchase Order Number
 - iii. Item Number (if applicable)
 - iv. Quantity (if applicable)
 - v. Brief Description of Item or Work Performed
 - vi. Unit Price Bid/Partial Payment Amount
 - vii. Extended Total for Each Item
 - viii. Grand Total
 - ix. Public School Construction Number (PSC) (if applicable)

- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

27. COMPLIANCE WITH SPECIFICATIONS (OMITTED)

28. LIQUIDATED DAMAGES (MODIFIED)

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

29. SAFETY REQUIREMENTS (OMITTED)

30. LAWS AND REGULATIONS

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

31. PATENTS AND INTELLECTUAL PROPERTY (MODIFIED)

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

32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS (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

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

37. ILLEGAL IMMIGRANT LABOR

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

38. STUDENT/STAFF CONFIDENTIALITY

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

39. PUBLIC INFORMATION ACT NOTICE

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

40. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay.

FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

41. ETHICS POLICY

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

42. NON-COLLUSION

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

43. CONFLICT OF INTEREST

The bidder will advise FCPS in writing as soon as possible, but not later than the date of award of the contract, of any known relationships with a third party, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

44. EMARYLANDMARKETPLACE REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.org 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.

RFP 19MISC7, CLASSIFICATION PROGRAM AND TRAINING
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SPECIFIC TERMS AND CONDITIONS
SECTION II

1. SCOPE

It is the intent of the Frederick County Public Schools (FCPS) to select a qualified consultant to provide a classification tool that can be used to evaluate new and existing positions.

The consultant will provide an instrument, guidelines and/or process that will allow FCPS to evaluate new or existing positions, utilizing a numerical rating scale to consistently, accurately, and equitably determine position placement on the appropriate FCPS salary scale.

The deadline for delivery of the final product is identified in Phase II as outlined below.

The selected respondent will work with the Superintendent's designated committee to achieve the following:

Phase I - Establish Classification Criteria and Process – Completion Date Goal June 30, 2019

- a. Create a program, criteria and process that will allow FCPS to evaluate new and existing positions, and to utilize numerical ratings to determine position placement on designated FCPS salary scales.
- b. Provide an approach for ongoing classification reviews.

Phase II - Training and Maintenance – To Begin July 1, 2019

- a. Provide training to members of the reclassification committee on the process and tools used.
- b. Provide training to select Human Resources staff on the utilization and maintenance of the program.
- c. Provide documentation and related materials to FCPS so the District will be able to maintain the program independently. All electronic and hard copies will become the property of FCPS.

FCPS will provide the following in support of this project:

- Current SOP "Classification and Reclassification Procedures for Positions"
- Current salary schedules
- Job descriptions
- Access to FCPS staff as needed through the Project Manager (i.e. Director of Human Resources)
- Negotiated agreements
- Other information reasonably required by the Consultant to complete the project

NOTE: FCPS is seeking to also obtain hourly rates for consultation on an "as needed" basis.

2. CONTRACT PERIOD

The contract term shall be effective for a one-year period from the date of award through March 30, 2020.

3. PRICING

- a. FCPS retains the right to request best and final proposals and to negotiate billing and payment terms with the finalist companies.

- b. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

4. PROPOSAL SUBMISSION REQUIREMENTS:

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be submitted in separate envelopes.
- c. Technical Proposal:
 - i. Submit one original of the Technical Proposal, along with an electronic copy on a USB Flash Drive, in a sealed envelope, properly labeled on the outside with the bidder's name and "TECHNICAL PROPOSAL".
 - ii. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall be on completeness and clarity of content.
 - iii. The Technical Proposal will include the following forms completed:
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Technical Proposal
 - Supporting documents
 - iv. Oral Presentation: Bidders who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the bidder to clarify or elaborate on the proposal, but will in no way change the proposal
- d. Cost Proposal:
 - i. Submit one original Cost Proposal, in a sealed envelope, properly labeled on the outside with the bidder's name and "COST PROPOSAL".
 - ii. The Cost Proposal will include the following form(s) completed:
 - Signed Transmittal Letter on Company Letterhead
 - Form of Proposal
 - iii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates on the Form of Proposal.

5. EVALUATION CRITERIA AND AWARD

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. Seventy total points will be assigned for the technical proposal and will be based on the information obtained via the evaluation of the following criteria:

<u>Criteria Weight</u>	<u>Maximum Weight</u>
Experience of the firm and project team	30
Current Workload, Product Deliverable and Timeline	40

- c. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
- d. Cost proposals will be opened and evaluated for the vendors scored with the highest technical points. Thirty (30) total points will be assigned with the maximum point given for the lowest overall calculated costs.
- e. Final ranking will be made by total points scored for technical and cost combined.
- f. The selection committee reserves the right to request interviews of the highest ranked firms before making a final decision. Additional points may be assigned or deducted. Interviews are at the bidder's expense and will provide an opportunity to clarify or elaborate on the proposal in an effort to ensure a thorough mutual understanding.

6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE (modified)

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

a. Worker's Compensation

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.

b. Comprehensive Automobile Liability

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

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

c. Professional Liability / Errors and Omission

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

d. Proof of Carriage of Insurance

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

i. Additional Insured

The Owner, Board of Education of Frederick County, shall be named as additional insured on all vendor's

policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

7. VENDOR PERFORMANCE EVALUATION

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

RFP 19MISC7, CLASSIFICATION PROGRAM AND TRAINING

TECHNICAL PROPOSAL

This form or a facsimile thereof must be completed in its entirety and the requested documents submitted accordingly. Additional sheets may be included for lengthy responses but the question or line item number must be used as reference.

Extraneous marketing materials are not to be submitted because this will slow down the evaluation and result in lost points.

I. Expertise of the Firm and Project Team (30%)

1. Provide an overview of your firm's history including information on firm size, number of employees, years in business, and location of working office.
2. Provide assurance of your financial stability. Include a copy of your agency's professional liability and automobile insurance, a notarized letter on a bank's or accountant's letterhead that verifies the company's good financial standing and liquidity, and list/describe any past or pending lawsuits or legal actions (dates, status, reason for litigation, final disposition, and the like). If none, state 'Not Applicable'.
3. Provide a minimum of three (3) references. References should be current clients or clients within the past three (3) years. Include contact name, firm or agency, phone number and email and a summary of similar services provided.
4. Provide the names of ALL team members, their proposed roles and resumes.
5. Describe in detail your firm's experience (or individual experience) with FCPS or public school systems.
6. Describe any relevant unique strengths or experiences that distinguish your firm and/or each team member from other consultants.

II. Current Workload, Product Deliverable, and Timeline (40%)

1. Describe in detail your approach and timelines for milestone tasks.
2. Provide in detail the product(s) you will provide, any special requirements, and any ongoing maintenance costs
3. Identify any foreseeable problems.
4. Describe how you will complete the product within the timeline.
5. Demonstrate your understanding of the scope of work. Provide outcomes of recent projects.

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MARYLAND 21701
Telephone #301-644-5208
Fax #301-644-5213

FORM OF PROPOSAL

BID 19MISC7, CLASSIFICATION PROGRAM AND TRAINING

In compliance with your request for proposal, the undersigned proposes to provide all labor, materials, services and incidentals for developing/creating a classification tool that can be used to evaluate new and existing positions in accordance with the bid specifications as issued:

I. PHASE 1 DELIVERABLES: Establish Classification Criteria and Process, Completion Date Goal June 30, 2019

(\$ _____) _____
(Numeric) (Written in Words)

II. PHASE II DELIVERABLES: Training and Maintenance – To Begin July 1, 2019

(\$ _____) _____
(Numeric) (Written in Words)

III. HOURLY RATE (for consultation on an “as needed” basis): \$ _____

IV. VALUE ADDED SERVICES

Please list any value-added services (with associated costs) and any cost saving initiative that your company can provide.

SIGNATURE ACKNOWLEDGING PROPOSAL

RFP 19 MISC7, Classification Program and Training

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	_____
Addendum #7	_____	Addendum #8	_____

RFP 19MISC7, CLASSIFICATION PROGRAM AND TRAINING
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 19MISC7, CLASSIFICATION PROGRAM AND TRAINING
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_____