<table>
<thead>
<tr>
<th><strong>RFP NUMBER/NAME:</strong></th>
<th>20MISC7, Flexible Spending Account Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFP ISSUE DATE:</strong></td>
<td>January 13, 2020</td>
</tr>
<tr>
<td><strong>CONTRACT MANAGER:</strong></td>
<td>Kim Miskell, CSBO, Assistant Purchasing Manager, <a href="mailto:kim.miskell@fcps.org">kim.miskell@fcps.org</a></td>
</tr>
<tr>
<td><strong>CONTRACT ADMINISTRATOR:</strong></td>
<td>Donna Clabaugh, Senior Manager, Employee Benefits, <a href="mailto:donna.clabaugh@fcps.org">donna.clabaugh@fcps.org</a></td>
</tr>
<tr>
<td><strong>QUESTIONS:</strong></td>
<td>Questions due no later than 4:00 P.M., local time, on January 30, 2020. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.</td>
</tr>
<tr>
<td><strong>PRE-PROPOSAL DATE:</strong></td>
<td>10:00 a.m., local time, on January 23, 2020 (Attendance is encouraged, but not mandatory.)</td>
</tr>
</tbody>
</table>
| **PRE-PROPOSAL LOCATION:** | FCPS Main Lobby  
191 South East Street  
Frederick, MD 21701  
(Parking is available in Deck #5 on All Saints Street) |
| **OBTAINING RFP 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: amy.beall@fcps.org |
| **BONDS REQUIRED:**      | NO                                               |
| **MBE REQUIREMENTS:**    | NO                                               |
| **RFP DUE:**             | 2:00 P.M., local time, on February 6, 2020  
Faxed or emailed bids are not acceptable. |
| **SEALED PROPOSALS 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. Recent security upgrades at the FCPS Central Office Building will require visitors to request entry utilizing the phone buzzer/button system. Please allow enough time to ensure access to the building prior to the bid due time.)  
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: April 8, 2020 |
| **ELIGIBILITY TO BID:**  | All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage www.procurement.maryland.gov. FCPS will no longer accept bidder’s applications. |
Frederick County Public Schools
191 S. East Street
### Frederick County Public Schools, MD, School Year 2019-2020 Calendar

**August 2019**
- 23, 26-30 Fri, Mon-Fri  Teacher Work Days

**September 2019**
- 02 Mon  FCPS Closed: Labor Day
- 03 Tue  First Day of School for Students
- 20 Fri  Schools Closed: Fair Day

**October 2019**
- 08 Tue  2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
- 09 Wed  Schools Closed. Yom Kippur.
- 23 Wed  Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day
- 24 Thu  Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day
- 25 Fri  Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High Schools Are Full Day

**November 2019**
- 07 Thu  End of Term 1
- 08 Fri  Schools Closed for Students: Teacher Work Day
- 11 Mon  Term 2 Begins
- 27, 28*, 29* Wed-Fri  Schools Closed: Thanksgiving Break

**December 2019**
- 20 Fri  2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
- 23, 24*-31*  Mon-Tue  Schools Closed: Winter Break

**January 2020**
- 01* Wed  Schools Closed: New Year’s Day
- 20* Mon  Schools Closed: Dr. Martin Luther King Jr. Day
- 28 Tue  End of Term 2
- 29 Wed  Schools Closed for Students: Teacher Work Day
- 30 Thu  Second Semester and Term 3 Begin

**February 2020**
- 14 Fri  2-Hour Early Dismissal for Students: Teacher Work Session
- 17* Mon  Schools Closed: Presidents’ Day

**March 2020**
- 04 Wed  2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

**April 2020**
- 08 Wed  2-Hour Early Dismissal for Students: Teacher Work Session; End of Term 3
- 09 Thu  Schools Closed for Students: Teacher Work Day
- 10*, 13* Fri-Mon  Schools Closed: Spring Break
- 14 Tue  Term 4 Begins
- 28* Tue  Schools Closed: Primary Election Day

**May 2020**
- 25* Mon  Schools Closed: Memorial Day

**June 2020**
- 22**Mon  Last Day of School for Students /2-Hour Early Dismissal: Teacher Work Session. End of Term 4
- 23** Tue  Last Day of School for Teachers

*State-Mandated Public Schools Holiday

**This calendar includes 8 days for snow or other emergency closings. If there are no days needed for emergency closings, the last day for students will be June 10. Subject to BOE revision, FCPS will make up emergency-closing days in the following sequence: June 11, 12, 15, 16, 17, 18, 19 and 22. The June two-hour early dismissal will occur on the last day of school for students.**
THE CALENDAR HANDBOOK FOR 2019–2020

DIRECTORY OF SCHOOLS

ELEMENARY

1. Ballenger Creek 240-236-2500
   Ma. Kristen Cominig, Principal
   5250 Kingsbrook Drive
   Frederick, MD 21703
   Fax 240-236-2601

2. Brunswick ** 240-236-2900
   Mr. Justin McCann, Principal
   400 Central Avenue
   Brunswick, MD 21716
   Fax 240-236-2901

3. Butterfly Ridge 240-566-0300
   Dr. Patricia Hostetler, Principal
   601 Contender Way
   Frederick, MD 21703
   Fax 240-566-0301

4. Carroll Menor ** 240-236-3800
   Ms. Kimberly Robertson, Principal
   3624 Adamstown Road
   Adamstown, MD 21710
   Fax 240-236-3801

5. Centerville 240-566-0100
   Ms. Karen Hopson, Principal
   3000 Carriage Hill Drive
   Frederick, MD 21704
   Fax 240-566-0101

6. Deer Crossing 240-236-5900
   Ms. Amy Boush, Principal
   10000 Finn Drive
   New Market, MD 21774
   Fax 240-236-5901

7. Emmitsburg ** 240-236-1750
   Mrs. Mary Ann Williams, Principal
   300 South Union Avenue
   Emmitsburg, MD 21727
   Fax 240-236-1751

8. Glade ** 240-236-2100
   Mr. Lonit E. Ellis, Principal
   320 Boy's Place
   Walkersville, MD 21793
   Fax 240-236-2101

9. Green Valley 240-236-3400
   Dr. Giuseppe Di Monte, Principal
   11801 Chimney 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. Kempstown 240-236-3500
    Ms. Kathy Godfrey, Principal
    5450 Kempstown Church Road
    Monrovia, MD 21770
    Fax 240-236-3501

12. Lewiston 240-236-3750
    Ms. Dana Austin, Principal
    11117 Hassing Bridge Road
    Thurmont, MD 21780
    Fax 240-236-3751

13. Liberty 240-236-1800
    Ms. Sarah Hufnagel, Principal
    11820 Liberty Road
    Frederick, MD 21701
    Fax 240-236-1801

14. Lincoln ** 240-236-2650
    Mr. Eric Rhodes, Principal
    200 Madison Street
    Frederick, MD 21701
    Fax 240-236-2651

15. Middletown 240-236-1100
    Grades 3-5
    Ms. Jan Hollenbeck, Principal
    201 East Green Street
    Middletown, MD 21769
    Fax 240-236-1100

16. Middletown 240-236-0200
    Grades PreK-K
    Ms. Sandie Fox, Principal
    403 Franklin Street
    Middletown, MD 21769
    Fax 240-236-0201

17. Monocacy 240-236-1400
    Mr. Timothy Barnes, Principal
    14211 Howard Road
    Frederick, MD 21702
    Fax 240-236-1401

18. Myersville 240-236-1900
    Ms. Kathy Swine, Principal
    429 Main Street
    Myersville, MD 21773
    Fax 240-236-1901

19. New Market 240-236-1300
    Mr. Jason Bower, Principal
    93 West Market Street
    New Market, MD 21774
    Fax 240-236-1301

20. New Midway-Woodsboro
    Ms. Kimberly West, Principal
    A New Midway
    Grades 3-5
    12266 Woodsboro Pike
    Frederick, MD 21703
    Fax 240-236-1501

21. North Frederick ** 240-236-3700
    Grades PreK-5
    101 Liberty Road
    Woodsboro, MD 21798
    Fax 240-236-3701

22. Oakdale 240-236-3300
    Ms. Leigh Warren, Principal
    5830 Oakdale School Road
    Parkville, MD 21770
    Fax 240-236-3301

23. Orchard Grove 240-236-2400
    Mr. Jay Corrigan, Principal
    5080 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 Kratz, Principal
    16210 Sabillasville Road
    Sabillasville, MD 21780
    Fax 240-236-6001

26. Spring Ridge 240-236-1600
    Ms. Devera Coley, Principal
    9031 Ridgefield Road
    Frederick, MD 21701
    Fax 240-236-1601

27. Thurmont 240-236-0900
    Grades 3-5
    Ms. Debra O'Donnell, Principal
    805 Eagle Mill Street
    Thurmont, MD 21780
    Fax 240-236-0901

28. Thurmont 240-236-2800
    Grades PreK-2
    Dr. Michelle Bale, Principal
    7989 Rocky Ridge Road
    Thurmont, MD 21780
    Fax 240-236-2801

29. Tuscarora 240-566-0000
    Dr. Kimberly Mozdzierski, Principal
    6911 Lambert Drive
    Frederick, MD 21703
    Fax 240-566-0001

30. Twin Ridge 240-236-2200
    Ms. Heather Hobbs, Principal
    1106 Hallow Creek
    Martindale, MD 21771
    Fax 240-236-2200

31. Urbana at Sugarloaf 240-566-0500
    Ms. Tess Bunting, Principal
    3400 Stone Barn Drive
    Frederick, MD 21704
    Fax 240-566-0501

32. Valley 240-236-3000
    Ms. Tracy Poquette, Principal
    3119 Jefferson Pike
    Frederick, MD 21705
    Fax 240-236-3001

33. Walkersville ** 240-236-1000
    Ms. Christina McKee, Principal
    83 West Frederick Street
    Walkersville, MD 21793
    Fax 240-236-1001

34. Waverly 240-236-2400
    Dr. Allie Watkins, Principal
    201 Waverly Drive
    Frederick, MD 21702
    Fax 240-236-2401

35. Whitter ** 240-236-2900
    Ms. Amy Schwieger, Principal
    2400 Whitter Drive
    Frederick, MD 21702
    Fax 240-236-2901

36. Westside 240-236-2250
    Ms. Megan Stein, Principal
    12520 College Road
    Myersville, MD 21773
    Fax 240-236-2251

37. Yellow Springs 240-236-1700
    Ms. Sue Gعلا, Principal
    87117 Yellow Springs Road
    Frederick, MD 21702
    Fax 240-236-1701

MIDDLE

38. Ballenger Creek 240-236-5700
    Mr. Jay Schill, Principal
    9502 Ballenger Creek Pike
    Frederick, MD 21703
    Fax 240-236-5701

39. Brunswick 240-236-5400
    Mr. Everett Warren, Principal
    301 Cummings Drive
    Brunswick, MD 21716
    Fax 240-236-5401
1. **BIDDER REGISTRATION**
   
a. All Frederick County Public School (FCPS) vendors and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage [www.procurement.maryland.gov](http://www.procurement.maryland.gov). 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: 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 (OMITTED)

9. BID PRICING (MODIFIED)

  a. All prices shall be firm for a period of 120 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

  a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which
the Board of Education of Frederick County is exempt.

b. A contractor is not eligible, per the Maryland Comptroller’s Office, to utilize the tax exemption certificate for governmental agencies.

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.feps.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.
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
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 contact, 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**

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.

28. **LIQUIDATED DAMAGES (MODIFIED)**

a. 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.

b. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.

c. 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.

d. 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 suites 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.

f. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: Maryland State Department of Education Website; House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention; MSDE Guidelines For MD. Code, Educ. 6113.2; and Employment History Review Form for Child Abuse and Sexual Misconduct for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

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 contact 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. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

   Contractors are required to register with eMaryland Marketplace Advantage www.procurement.maryland.gov within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. 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 Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.
a. **INTRODUCTION**
It is the intent of this RFP to solicit sealed proposals from qualified firms to establish a contract for providing Flexible Spending Account (FSA) Administration for eligible employees and their dependents in accordance with the terms, conditions and specifications of this solicitation.

Frederick County Public Schools (FCPS) has retained Trion to assist with this RFP.

b. **BID SCHEDULE**
The following schedule will be followed and adhered to during the RFP bidding and selection process. Any changes to the schedule are at the sole discretion of FCPS.

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTION STEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 13, 2020</td>
<td>RFP is released</td>
</tr>
<tr>
<td>January 23, 2020</td>
<td>Pre-bid Meeting</td>
</tr>
<tr>
<td>January 30, 2020</td>
<td>Cut-off date for questions from vendors</td>
</tr>
<tr>
<td>February 6, 2020</td>
<td>Proposals Due by 2:00 p.m., local time</td>
</tr>
<tr>
<td>April 8, 2020</td>
<td>Board Approval</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>Effective date</td>
</tr>
</tbody>
</table>

c. **QUESTIONS AND INQUIRIES**
All questions must be in writing (via email) and received no later than **January 30, 2020, 4:00 p.m., local time**.

Questions and inquiries should be directed to:
Kim Miskell
Assistant Purchasing Manger
Frederick County Public Schools
Email: kim.miskell@fcps.org

d. **CONTRACT PERIOD**
The initial contract shall be for a period of three years (3) years, beginning July 1, 2020 and ending June 30, 2023. FCPS reserves the option to renew this contract for two (2) additional one-year terms, subject to acceptable performance.

e. **PRICING**
a. Fees and rates quoted must be guaranteed for a minimum of 36 months. Renewal fees must be guaranteed for 12 months.

b. Price adjustments from the contractor/producer/processor/manufacturer for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 120 days prior to the renewal term and shall be accompanied by supporting documentation.

c. FCPS expects all vendors to provide year over year cost reductions recommendations.
d. 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.

f. **EXCEPTIONS TO SPECIFICATIONS**

Bidders taking exception to any part or section of this RFP shall indicate such exceptions on their proposal. Failure to indicate any exceptions shall be interpreted as the bidder’s intent to fully comply with all RFP requirements as written.

g. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

Bidders should give specific attention to the identification of those portions of their proposals that they deem to be confidential, or to contain proprietary information or trade secrets. Such information should be removed from the general portion of the proposal and submitted under separate cover. Envelopes containing confidential or proprietary information should be conspicuously marked and sealed. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

h. **GOVERNANCE BY MARYLAND STATE LAW**

The provisions of this contract shall be governed by the laws of the State of Maryland. The contract shall be governed in all respects by laws of Maryland and any litigation with respect thereto shall be brought on the courts of Maryland. The contractor shall comply with applicable federal and state laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA) of 1990.

i. **CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE (MODIFIED)**

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

a. **Worker's Compensation**

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

b. **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

Completed operations liability coverage shall be in force for one year after completion of work.
c. **Professional Liability / Error and Omission**
The contractor shall maintain professional liability / errors and omissions coverage in the minimum amounts of $1,000,000 per claim and $2,000,000 in aggregate.

d. **Cyber Liability Insurance**
The vendor will procure and maintain during the life of the contract, Cyber Liability Insurance with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

e. **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, 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.

j. **PREPARATION OF PROPOSAL**

a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

b. The Technical and Cost proposals will be submitted in separate envelopes.

c. **Technical Proposal:**
   i. Submit one (1) original hard bound copy, one (1) electronic copy on USB Drive and one (1) electronic redacted version on USB, in a sealed envelope, properly labeled on the outside with the bidder’s name, bid # and “TECHNICAL PROPOSAL”.

   ii. The Technical Proposal will include the following forms completed:
       - Signature Page
       - Statutory Affidavit and Non-Collusion Certification
       - Certification of Compliance
       - Vendor Conflict of Interest Disclosure Form
       - Supporting documents

d. **Cost Proposal:**
   i. Submit one (1) original hard bound copy and one (1) electronic copy, in a sealed envelope, properly labeled on the outside with the bidder’s name, bid # and “COST PROPOSAL”.
ii. The Cost Proposal will include the following form(s) completed:

- Form of Proposal – Pricing
- Binder Proposal Acknowledgement

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 Part 2.

e. Any costs incurred by vendors in preparing or submitting proposal are the sole responsibility of the vendor. Vendors will not be reimbursed for these costs. FCPS will not incur any additional expense(s) should an interview and/or a site visit be required.

k. EVALUATION CRITERIA AND AWARD

a. Selection Committee
   Technical proposals that meet the mandatory requirements of this solicitation will be evaluated by the Selection Committee consisting of FCPS staff and Insurance Council Members.

b. General Evaluation
   FCPS may make any such investigations as are deemed necessary to determine the ability of a firm to provide the insurance coverage as specified herein which may include, but is not limited to: questionnaire, interview, and/or site visit, and appraisals of various aspects of the supplier's business including capacity, financials, quality assurance, organizational structure and processes and performance.

   FCPS reserves the right to clarify information submitted in the Proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish FCPS all such information and data necessary to determine if the Proposal is responsible and responsive to the requirements as stated herein.

c. Scoring Criteria and Award
   A numeric evaluation system based on 100 points will be used to score the proposal as follows:

<table>
<thead>
<tr>
<th>Technical Proposal</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Account Management (dedicated account team) Experience in FSA Administration and Profession Qualifications</td>
<td>10 points</td>
</tr>
<tr>
<td>II. Proposed Services</td>
<td>20 points</td>
</tr>
<tr>
<td>III. Reporting (including Performance Guarantees)</td>
<td>15 points</td>
</tr>
<tr>
<td>III. Client Reference</td>
<td>5 points</td>
</tr>
<tr>
<td><strong>Cost Proposal</strong></td>
<td><strong>50 points</strong></td>
</tr>
</tbody>
</table>

   d. 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.

   e. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned or deducted.

   f. Final ranking will be made on the basis of the criteria and rubric listed above.
g. The contract will be awarded to the firm complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of FCPS to award the contract.

h. **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.
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.

1. 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.
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)

__________________________________________________________
(db)

__________________________________________________________
(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___.

__________________________________________________________
My Commission Expires: __________________________

NOTARY PUBLIC

Revised 01.20.2016
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 school (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. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: Maryland State Department of Education Website; House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention; MSDE Guidelines For MD. Code, Educ. 6113.2; and Employment History Review Form for Child Abuse and Sexual Misconduct for additional information.

   In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. 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 _________________________________________________________
Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS’s conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee’s immediate family member has an ownership interest in the vendor’s company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

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<thead>
<tr>
<th>Vendor Name &amp; Email</th>
<th>Vendor Address &amp; Phone Number</th>
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**Conflict of Interest Disclosure**

Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest.  
*If no conflict of interest, write “N/A” and initial.*

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<tr>
<th>Disclose the relationship to the employee or the immediate family member, their interest in the vendor’s company, and any additional information</th>
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</table>

I certify that the information provided is true and correct by my signature below:

__________________________
Signature of Vendor Authorized Representative/Date

__________________________
Printed Name of Vendor Authorized Representative