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RFP NUMBER/NAME: 21MISC7, Professional Auditing Services for Frederick County Government, Frederick County Public Schools, and Frederick Community College

RFP ISSUE DATE: January 4, 2021

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

CONTRACT ADMINISTRATOR:

QUESTIONS: In lieu of a pre-proposal meeting, questions will be due no later than 4:00 P.M., local time, on January 14, 2021. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

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: michele.graham@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

PROPOSAL DUE DATE: 2:00 P.M., local time, on January 26, 2021
RFP's will be opened and publicly read utilizing Skype Business:
Skype Business: (240) 236-6172 (FCPS) Conference ID: 7907906
Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>

RFP SUBMISSION: Due to COVID-19, in order to protect our Vendors and Staff, the Purchasing Department will only be accepting on-line bid submissions via [ProcureNow](https://secure.procurenow.com/portal/fcps) <https://secure.procurenow.com/portal/fcps>
Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>
Proposals 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: February 24, 2021

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 (“FCPS” or “the School System”), FREDERICK COUNTY GOVERNMENT (“FCG” or the “County”), and FREDERICK COMMUNITY COLLEGE (“FCC” or “the College”)

REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES

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REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

Frederick County Government (“FCG” or the “County”), Frederick County Public Schools (“FCPS”), and Frederick Community College (“FCC”) are requesting proposals from qualified firms of certified public accountants to audit their financial statements for the fiscal years ending June 30, 2021, June 30, 2022 and June 30, 2023, with the option of auditing their financial statements for each of the three subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S Government Accountability Office's (GAO) *Government Auditing Standards*, the an audit of the agency’s major Federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the U.S. Office of Management and Budget Title 2, CFR Part 200 Uniform Administrative Requirements, cost principles and audit requirements for Federal Awards (the Uniform Guidance).

Proposals submitted will be evaluated by an Audit Selection Committee composed of representatives from FCG, FCPS, and FCC. All representatives are financial managers of the respective jurisdictions and have a firm understanding of the requirements of the RFP.

If independent with respect to all three jurisdictions, the offerors will have the option to propose on all three scopes of service as a single proposal (Option 1 of Appendix A) or on one, two or all three of the scopes of service individually (Options 2, 3, and 4 of Appendix A). If an offeror is not independent with respect to one or more of the jurisdiction, cost proposals may not be submitted for those jurisdictions. Each proposal will be independently evaluated. An offeror who proposes on all three as a single price is also strongly encouraged to submit separate proposals on each of the three individual scopes of service (Options 2, 3, and 4 of Appendix A). Submitting individual proposals is recommended in the event another offeror’s proposal is accepted for one or two of the other scopes of service.

The successful offeror(s) will be required to enter into individual contracts with all jurisdictions for which the contracts are awarded. Each contract will govern the compensation, terms, separate scopes of service, insurance requirements, and other terms and conditions. If options 2, 3, and four are accepted, those costs will govern the resulting contracts, subject to negotiation.

Each resulting contract will be governed by the separate General Terms and Conditions of the respective jurisdiction. See Exhibit A for these General Terms and Conditions for FCG (A.1.), FCPS (A.2.), and FCC (A.3.), respectively.

Each resulting contract will be required to abide by the respective jurisdiction’s insurance requirements required to be obtained by the successful offeror. Details of these insurance requirements are noted in Exhibit B.

Submission of a proposal indicates acceptance by the firm of the terms and conditions (Exhibit A) and insurance requirements (Exhibit B) contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between FCG, FCPS and/or FCC and the firm selected.

During the evaluation process, the Audit Selection Committee reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Audit Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

FCG, FCPS and FCC reserve the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

There is no expressed or implied obligation for FCG, FCPS or FCC to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

It is anticipated the selection of a firm (s) will be completed by February 24, 2021. Following the notification of the selected firm it is expected a contract will be executed between the parties.

B. Term of Engagement

Initial three-year contracts are contemplated, with the option to renew each year for an additional three years subject to the annual review and recommendation of the Audit Selection Committee members of the separate jurisdictions and the concurrence of the governing bodies (FCG – County Council [CC], FCPS – Board of Education [BOE] and FCC – Board of Trustees [BOT]), and the annual availability of an appropriation.

C. Subcontracting

Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to a certified Minority Business Enterprise (MBE). Complete Appendix G to report the firm's status as a certified MBE. If your firm is not a certified MBE complete Appendix G to describe if and how your firm will utilize a certified MBE during this contract period. If this is to be done, that fact, and the names and qualifications of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit contracts, no additional subcontracting will be allowed without the express prior written consent of the governing bodies (FCG – County Council [CC], FCPS – Board of Education [BOE] or FCC – Board of Trustees [BOT]) as applicable.

II. NATURE OF SERVICES REQUIRED

A. General

FCG, FCPS and FCC are soliciting the services of qualified firms of certified public accountants to audit their financial statements for the fiscal years ending June 30, 2021, June 30, 2022 and June 30, 2023, with the option to audit the respective financial

statements for each of the three subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Services to be Performed

FCG, FCPS, and FCC desire the auditor(s) to express an opinion on the fair presentation of each entity's governmental activities, business-type activities, aggregate discretely presented component units (if applicable), each of the major funds, and aggregate remaining fund information in conformity with generally accepted accounting principles (GAAS), in the United States of America and generally accepted government auditing standards (GAGAS), as applicable.

1. FCG and FCPS also desire the auditor to express an opinion on the fair presentation of each entity's combining and individual fund financial statements and schedules in conformity with GAAS. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report. These requirements and audit work provided shall conform to the Governmental Accounting, Auditing, and financial Reporting guidance as issued by the GFOA in 2020.
2. The auditor is not required to audit the schedule of expenditures of federal awards for FCG, FCPS and FCC. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.
3. The Scope of Services for the three jurisdictions is noted in more detail in Exhibit C1, C2 and C3.

C. Auditing Standards to Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards*, the provisions of an audit of the agency's major Federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the U.S. Office of Management and Budget Title 2, CFR Part 200 Uniform Administrative Requirements, cost principles and audit requirements for Federal Awards (the Uniform Guidance).

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with government auditing standards.
3. A report on internal control over compliance applicable to each major federal program in accordance with an audit of the agency's major Federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the U.S. Office of Management and Budget Title 2, CFR Part 200 Uniform Administrative Requirements, cost principles and audit requirements for Federal Awards (the Uniform Guidance).

In the required report[s] on compliance and internal controls, the auditor shall communicate any significant deficiency or material weakness found during the audit at the time the significant deficiency or material weakness is found and confirmed. A *significant deficiency* shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected. A *material weakness* shall be defined as a significant deficiency or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected. Significant deficiencies that are also material weaknesses shall be identified as such in the report.

4. Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate written letter to management, which shall be referred to in the report[s] on compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.
5. The reports on compliance and internal controls shall include all instances of noncompliance.
6. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: CC, BOE, and BOT, as applicable.
7. Reporting to the Governing Bodies. Auditors shall assure themselves that the CC, BOE, and BOT are informed of each of the following in writing as communications to those charged with governance:

- a. The auditor's responsibility under generally accepted auditing standards
- b. Compliance with ethics requirements regarding independence
- c. Significant accounting practices
- d. Corrected and uncorrected misstatements
- e. Auditor's judgments about the quality of the entity's accounting principles
- f. Disagreements with management
- g. Management consultation with other accountants
- h. Major issues discussed with management prior to retention
- i. Difficulties encountered in performing the audit
- j. Other significant matters, findings or issues

E. Special Considerations

1. FCG and FCPS will send their comprehensive annual financial reports to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will provide assistance to meet the requirements of that program by reviewing the checklist and prior year comments to ensure proper correction.
2. FCPS will send its comprehensive annual financial report of the Association of School Business Officials (ASBO) for review in ASBO's Certificate of Excellence Program.
3. FCG currently anticipates it will prepare one or more official statements approximately every twelve to eighteen months in connection with the sale of debt securities which will contain the comprehensive annual financial report and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters." See Exhibit D for a reference to the most recent official statement for FCG.
4. FCG, FCPS, and FCC intend to post their financial statements on their respective websites. None of the jurisdictions expect the auditor to withhold permission to include the audit opinions associated with these reports.
5. FCG has determined that the United States Department of Education will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (with amendment in 1996) and U.S. Office of Management and Budget (OMB) CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.
6. FCPS has determined that the United States Department of Education will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (with amendment in 1996) and U.S. Office of Management and Budget (OMB) CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Schedule of

Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.

7. FCC has determined that the United States Department of Education will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (with amendment in 1996) and U.S. Office of Management and Budget (OMB) CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.
8. A list of findings and other weaknesses from the FCG, FCPS and FCC's most recent financial statement audit, as well as a list of findings from internal audits conducted during the most recent fiscal period to be audited, are available upon request. Of those findings and other weaknesses, management believes that all have been resolved.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by FCG, FCPS, or FCC of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

The respective cognizant audit agencies

U.S. Government Accountability Office (GAO)

Parties designated by the federal or state governments or by FCPS or FCC as part of an audit quality review process

Auditors of entities of which FCG, FCPS, and FCC are sub-recipients of grant funds

Auditors of entities of which FCPS and FCC are component units

The auditors of the component unit of FCC

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices

1. FCG

The auditor's principal contact will be Melanie Thom, Director of Accounting, who will coordinate the assistance to be provided to the auditor.

An organizational chart (Exhibit E.1.) and a list of key personnel with the location of their principal offices (Exhibit F.1.) are attached.

2. FCPS

The auditor's principal contact will be Melissa Rollison, Financial Reporting Manager, who will coordinate the assistance to be provided to the auditor.

An organizational chart (Exhibit E.2.) and a list of key personnel with the location of their principal offices (Exhibit F.2.) are attached.

3. FCC

The auditor's principal contact will be Patricia Hoyt, Executive Director for Finance, who will coordinate the assistance to be provided to the auditor.

An organizational chart (Exhibit E.3.) and a list of key personnel with the location of their principal offices (Exhibit F.3.) are attached.

B. Background Information

Frederick County serves an area of 664 square miles with an estimated population of 240,911 people. The fiscal year for FCG, FCPS and FCC begins on July 1 and ends the following June 30.

1. FCG

FCG provides the following services to its constituents: emergency services; law enforcement; sanitation services; construction and maintenance of highways, streets and infrastructure; recreational activities and general government activities.

FCG has an average bi-weekly payroll of approximately \$6.5 million serving approximately 2,600 full and part-time employees.

FCG is organized into twenty-three (23) divisions and agencies. The accounting and financial reporting functions are decentralized. Accounting, Procurement, Risk Management and Treasury are under the Division of Finance. The Budget Office reports directly to the County Executive. Accounting, Procurement, Budget and Risk Management are located at 12 East Church Street. Treasury is located at 30 North Market Street.

2. FCPS

FCPS provides general education, special education and vocational education to approximately 43,828 students.

FCPS has an average bi-weekly estimated payroll of \$18 million serving approximately 6,500 full and part-time employees. Summer pay periods are less since most school based employees are paid on a 10-month cycle.

FCPS is organized into 5 divisions and the Maryland State Department of Education (MSDE) requires expenditures to be reported in 15 major categories. The accounting and financial reporting functions are centralized at 191 South East Street.

3. FCC

FCC provides higher education in the form of credit and non-credit classes and workforce training. FCC provides the opportunity for an associate's degree, certificates of completion, transfer to a four-year institution as well as general non-credit lifetime learning.

FCC has an average semi-monthly payroll of approximately \$1.48M serving approximately 920 full and part-time employees. This can vary greatly depending on the number of adjuncts hired per term.

FCC is organized into five areas: Instruction (Academic & Continuing Ed-Workforce Development), Academic Support, Student Services, Plant Operations, and Instructional Support. The accounting and financial reporting functions are centralized at 7932 Opossumtown Pike, Building G, Frederick, MD 21702.

More detailed information on FCG, FCPS and FCC and their finances can be found in the following Exhibits and associated references: Exhibit G.1., 2. & 3; Exhibit H.1., 2. & 3; and Exhibit I.1., 2. & 3.

C. Fund Structure

FCG, FCPS, and FCC use the following fund types and account groups in its financial reporting:

FCG:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	<u>1</u>	<u>1</u>
Special revenue funds	<u>14</u>	<u>9</u>
Debt service funds	<u>1</u>	<u>1</u>
Capital projects funds	<u>1</u>	<u>0</u>
Permanent funds	<u>0</u>	<u>0</u>
Enterprise funds	<u>4</u>	<u>4</u>
Internal service funds	<u>3</u>	<u>3</u>
Private-purpose trust funds	<u>0</u>	<u>0</u>
Investment trust funds	<u>0</u>	<u>0</u>
Pension (and other employee benefits) trust funds	<u>3</u>	<u>3</u>

Agency funds

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*Four of these funds are no longer considered Special Revenue funds per Governmental Accounting Standards Board Statement No. 54, *Fund Balance and Reporting and Governmental Fund Type Definitions*. All three funds will be merged with the Capital Projects Fund in the County's Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances.

FCPS:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	<u>1</u>	<u>1</u>
Special revenue funds	<u>2</u>	<u>1</u>
Debt service funds	<u> </u>	<u> </u>
Capital projects funds	<u>1</u>	<u>1</u>
Permanent funds	<u> </u>	<u> </u>
Enterprise funds	<u> </u>	<u> </u>
Internal service funds	<u>1</u>	<u>1</u>
Private-purpose trust funds	<u> </u>	<u> </u>
Investment trust funds	<u> </u>	<u> </u>
Pension (and other employee benefits) trust funds	<u>1</u>	<u> </u>
Agency funds	<u>1</u>	<u> </u>

FCC:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	<u>1</u>	<u>1</u>
Special revenue funds	<u>1</u>	<u> </u>
Debt service funds	<u> </u>	<u> </u>
Capital projects funds	<u>1</u>	<u>1</u>
Permanent funds	<u> </u>	<u> </u>
Enterprise funds	<u>1</u>	<u>1</u>
Internal service funds	<u> </u>	<u> </u>
Private-purpose trust funds	<u> </u>	<u> </u>
Investment trust funds	<u> </u>	<u> </u>
Pension (and other employee benefits) trust funds	<u> </u>	<u> </u>
Agency funds	<u>1</u>	<u> </u>

D. Budgetary Basis of Accounting

1. FCG:

FCG does not prepare its budgets on a basis consistent with generally accepted accounting principles. Legally adopted governmental budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized when they become measurable and available. Expenditures include disbursements, accounts payable, and encumbrances. Encumbrances are commitments by FCG for future payments and are supported by a document evidencing the commitment, such as a purchase order contract. All unencumbered appropriations lapse at year-end: except for capital project funds which are carried forward until such time as the project is completed or terminated, and certain federal and state grants that do not have a June 30 year-end date. Encumbrances are reported as expenditures in the current year's budgetary presentation and as committed or assigned fund balances in the governmental fund financial statements prepared in conformity with accounting principles generally accepted in the United States of America. Accordingly, the actual expenditure data presented in the budgetary comparison statements differs from the data presented in the governmental fund financial statements prepared in conformity with accounting principle generally accepted in the United States of America.

2. FCPS:

FCPS does not prepare its budgets on a basis consistent with generally accepted accounting principles. Legally adopted governmental budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized when they become measurable and available. Expenditures include disbursements, accounts payable, and encumbrances. Encumbrances are commitments by FCPS for future payments and are supported by a document evidencing the commitment, such as a purchase order contract. All unencumbered appropriations lapse at year-end: except for capital project funds which are carried forward until such time as the project is completed or terminated, and certain federal and state grants that do not have a June 30 year-end date. Encumbrances are reported as expenditures in the current year's budgetary presentation and as reservations of fund balances in the governmental fund financial statements prepared in conformity with accounting principles generally accepted in the United States of America. Accordingly, the actual expenditure data presented in the budgetary comparison statements differs from the data presented in the governmental fund financial statements prepared in conformity with accounting principle generally accepted in the United States of America.

3. FCC:

FCC does not prepare its budgets on a basis consistent with generally accepted accounting principles. Legally adopted governmental budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized when they become measurable and available. Expenditures include disbursements, accounts payable, and encumbrances. Encumbrances are commitments by FCC for future payments and are supported by a document evidencing the commitment, such as a purchase order contract. All unencumbered appropriations lapse at year-end: except for

capital project funds which are carried forward until such time as the project is completed or terminated, and certain federal and state grants that do not have a June 30 year-end date. Encumbrances are reported as expenditures in the current year's budgetary presentation and as reservations of fund balances in the governmental fund financial statements prepared in conformity with accounting principles generally accepted in the United States of America. Accordingly, the actual expenditure data presented in the budgetary comparison statements differs from the data presented in the governmental fund financial statements prepared in conformity with accounting principle generally accepted in the United States of America.

IF THE GOVERNMENT DOES NOT PREPARE ITS BUDGETS ON A BASIS CONSISTENT WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, DESCRIBE THE BASIS OF BUDGETING.

The most recent budget documents are referenced in Exhibit G.1, 2, and 3.

E. Federal and State Financial Assistance

Refer to Exhibit I 1, 2, and 3 for a report of the Federal Grants received during the past fiscal year.

F. Pension Plans

Refer to Exhibit J 1, 2, and 3 for a description of the pension plans the respective jurisdictions participate in.

Actuarial services are provided to these plans as follows:

1. FCG: Bolton.
36 S. Charles Street, Suite 1000
Baltimore, MD 21201
667-218-3928
2. FCC: Gabriel Roeder Smith & Company
One Towne Square, Suite 800
Southfield, MI 48076
248-799-9000

G. OPEB Plans

Refer to Exhibit K.1, 2, and 3 for a description of the OPEB plans the respective jurisdictions participate in.

Actuarial services are provided to these plans as follows:

1. FCG: Bolton
36 S. Charles Street, Suite 1000
Baltimore, MD 21201
667-218-6928

2. FCPS: Bolton
36 S. Charles Street, Suite 1000
Baltimore, MD 21201
667-218-6928

3. FCC: Bolton
36 S. Charles Street, Suite 1000
Baltimore, MD 21201

H. Component Units

FCG, FCPS, and FCC are defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, component units are included in the FCG, FCPS, and FCC's financial statements as follows:

1. FCG:

FCPS – FY2020 audited by SB and Company, LLC
10200 Grand Central Avenue, Suite 250
Owings Mills, MD 21117

FCC – FY2020 audited by SB and Company, LLC
10200 Grand Central Avenue, Suite 250
Owings Mills, MD 21117

(These component units are not to be audited as part of the financial statements of FCG but will be presented as discrete component units.)

Public Libraries – FY2020 audited by SB and Company, LLC. as part of the FCG audit. Public Libraries will be presented as a discrete component unit.

2. FCPS:
FCPS has no component units.

3. FCC:
Frederick Community College Foundation – FY2020 audited by
SB and Company, LLC
10200 Grand Central Avenue, Suite 250
Owings Mills, MD 21117

I. Joint Ventures

1. FCG participates in a joint venture with:
Northeast Maryland Waste Disposal Authority (NMWDA)

100 South Charles Street, Tower II-Suite 402
Baltimore, Maryland 21201-3330.

The financial statements of NMWDA are not presented in the financial statements of FCG. Disclosure of the County's participation is presented in the Notes to Financial Statements (See Exhibit H.1.).

2. FCPS does not participate in a joint venture.
3. FCC does not participate in a joint venture.

J. Magnitude of Finance Operations

1. FCG:

The Finance Division is headed by Lori L. Depies, Director of Finance, and consists of 50 employees. The principal functions performed and the number of employees assigned to each is as follows:

<u>Number of Employees</u>	<u>Function</u>
3	Administration
17	Accounting
2	Debt & Trust Management
12	Procurement
6	Risk Management
10	Treasury

2. FCPS

The Financial Reporting Department is headed by Melissa Rollison, Financial Reporting Manager and consists of 9 employees. The principal functions performed and the number of employees assigned to each is as follows:

<u>Number of Employees</u>	<u>Function</u>
2	Manager & Assistant Manager
4	Accountants
3	Support Employees (Administrative Secretary, Junior Accountant, and School Activity Funds Coordinator)

In addition to the Financial Reporting Department, the Accounting Department led by Amanda Baugher, with 16 employees that process transactions for payroll, accounts payable, accounts receivable, and a cashier and the Purchasing Department led by Kerrie Koopman; with 9 employees that include 3 buyers and 5 support staff.

3. FCC

The Finance Department is managed by Cathy Perry-Jones, Vice President for Finance, and consists of 16 employees.

<u>Number of Employees</u>	<u>Function</u>
1	Administration/Oversight
3	Accounting
1	Procurement
1	Grants oversight
2	Payroll
3	Accounts Payable
5	Cashiering/Accounts Receivable

K. Computer Systems

Refer to Exhibit L. for summary information on the financial systems with respective hardware and database configurations for FCG, FCPS and FCC.

L. Internal Audit Function

In 1978, the Board of County Commissioners of Frederick County established the Interagency Internal Audit Authority (IIAA), an independent agency, to oversee the operation of an internal audit staff to perform audits of FCG, FCPS, and FCC. In the past, the IIAA's Internal Audit Division has participated in the fiscal year-end audit, particularly the audit of FCG and performed financial related work that was relied upon by the external auditor. The Internal Audit Division now focuses on conducting performance audits due to limited staffing and the need to focus on high-risk areas. Accordingly, although coordination with the Internal Audit Division is expected, the Internal Audit Division will not assist the external auditor on work specified under this RFP.

M. Availability of Prior Audit Reports and Working Papers

1. FCG:

Interested proposers who wish to review prior years' audit reports and management letters should contact Mr. William Seymour, SB and Company, LLC., 10200 Grand Central Avenue, Suite 250, Owings Mills, MD 21117 (410-584-1404) to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

2. FCPS

Interested proposers who wish to review prior years' audit reports and management letters should contact Mr. Graylin Smith, SB and Company, LLC; 10200 Grand Central Avenue, Suite 250, Owings Mills, MD 21117 (410-584-1401) to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

3. FCC

Interested proposers who wish to review prior years' audit reports and management letters should contact Mr. Graylin Smith, SB and Company, LLC; 10200 Grand Central Avenue, Suite 250, Owings Mills, MD 21117 (410-584-1401) to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

IV. TIME REQUIREMENTS

A. Proposed RFP Calendar:

The following is a list of key dates up to and including the date proposals are due to be evaluated:

Request for proposal issued	January 4, 2021
Last date for questions from offerors	January 14, 2021
Last Addendum to be issued if necessary	January 19, 2021
Due date for proposals	January 26, 2021
Evaluation of proposals	January 26 – February 4, 2021
Award of Contracts	February 24, 2021

B. Date Audit May Commence

The commencement date of the audits will depend on the operational schedules in effect for all jurisdictions. The contracts will be more specific in this regard. There will be testing of transactions that will be available prior to June 30 each year. Inventory observations will be near June 30. FCPS does two annual physical inventories. One in the December-February timeframe for the bus garage and the warehouse and bulk fluids near June 30. The bus garage inventory is done mid-year to allow year end inspections to occur. FCPS and FCC information will be ready prior to that of FCG as there are different legislative deadlines for publication of the reports. FCPS and FCC must be complete by September 30 and be ready for inclusion in the financial statements of FCG. Traditionally the FCG audit is complete the first week of December with a goal to be substantially complete by the Thanksgiving holiday weekend.

Detailed schedules will be developed in cooperation with the successful offerors.

Entrance conferences should be scheduled with all jurisdictions in April 2020. For FCC, and FCPS preliminary work should be scheduled in May. Final fieldwork will begin mid to late August.

The resulting contracts with the successful offeror(s) will include a schedule for interim progress reports, completion of field work, exit conferences, board briefings, etc.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of FCG, FCPS, and FCC. Copies of prior year confirmations can be provided as well.

FCG, FCPS, and FCC will assist the auditors in lookup of jurisdiction-originated supporting documents. All work papers prepared by FCG, FCPS, and FCC in the course of documenting their financial transactions and decisions will be made available to the auditors. For those jurisdictions which file their work papers and supporting documentation electronically, the jurisdictions will provide instruction so that the auditors will be able to access this information without intervention by the jurisdictions. All jurisdictions will provide administrative support in the event the auditor cannot find needed documentation.

That being said, no work papers will be created by the jurisdictions for the sole benefit of the auditors.

B. Interagency Information Technology (IIT) Assistance

1. FCG:

The following IIT personnel will be available to assist the auditor in performing the engagement:

<u>Position</u>	<u>Hours</u>
IIT Team leads	Normal Office Hours
(With notification to Director of Accounting)	(Up to Two Hours per Day)

IIT personnel will also be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of a FCG log on and password.

2. FCPS:

The following FCPS personnel will be available to assist the auditor in performing the engagement:

<u>Position</u>	<u>Hours</u>
IIT Team leads	Normal Office Hours
Financial Reporting Manager	Normal Office Hours
(available to assist in coordination with IIT, as needed)	

IIT personnel will also be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of an FCPS computer hook up and sign-in log to access to FCPS financial systems.

3. FCC:

The following IIT personnel will be available to assist the auditor in performing the engagement:

<u>Position</u>	<u>Hours</u>
Associate Chief Information Officer	Normal Office Hours

IIT personnel will also be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of FCC computer hardware and software if necessary.

C. Statements and Schedules to be Prepared by the Staff of FCG, FCPS and FCC

The staffs of FCG, FCPS and FCC will prepare all statements, schedules and notes to the financial statements. FCG, FCPS, and FCC will be responsible for report preparation, editing, printing, and distribution. The only documents in the financial statements that are prepared by the auditors are the auditor's opinions and applicable management letters. In addition, FCG, FCPS and FCC have their Single Audit reports printed by their respective auditors.

D. Work Area, Telephones and Photocopying

FCG, FCPS, and FCC will provide the auditors with reasonable work space, desks and chairs. The auditors will also be provided with access to a phone line and photocopying facilities subject to the following restrictions:

1. FCG

Excessive use of long distance fees for telephones and faxes will be deducted from total fees due.

2. FCPS

Excessive use of long distance fees for telephones and faxes will be deducted from total fees due.

3. FCC

Excessive use of long distance fees for telephones and faxes will be deducted from total fees due.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. A Pre-Proposal Conference will not be held.

2. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made in writing to:

3. Submission of Proposals

To be considered, Technical and Cost proposals must be submitted separately on-line via ProcureNow at <https://secure.procurenow.com/portal/fcps> by 2:00 P.M. on January 26, 2021. The Audit Selection Committee reserves the right to reject any or all proposals submitted. The following materials are required to be received by 2:00 P.M. on January 26, 2021:

- a. A master copy (so marked, not to exceed 10 pages) of a Technical Proposal and nine hard copies plus one copy of the proposal in word format on each of three discs or flash drives to include the following:
 - i. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.
 - ii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it is best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 120 days.
 - iii. Detailed Technical Proposal

The detailed proposal should follow the order set forth in Section VI .B. of this request for proposal and shall not exceed 10 pages.
- b. The proposer shall submit a dollar cost proposal on-line via ProcureNow separate from the technical proposal as follows:
- c. Statutory Affidavit and Non-Collusion Certificate

The offeror is required to complete and submit with the proposal the Statutory Affidavit and Non-collusion Certificate noted as Appendix D. Proposals without such a properly completed certificate will be considered incomplete and will receive no further consideration regarding qualifying for the resulting contract(s).
- d. Certification of Compliance

The offeror is required to complete and submit with the proposal the Certification of Compliance noted as Appendix E. Proposals without such a properly completed certificate will be considered incomplete and will receive no further consideration regarding qualifying for the resulting contract(s).

e. Vendor Conflict of Interest Disclosure Form

The offeror is required to complete and submit with the proposal the Vendor Conflict of Interest Disclosure Form noted as Appendix F. Proposals without such a properly completed certificate will be considered incomplete and will receive no further consideration regarding qualifying for the resulting contract(s).

f. Notice of “No Proposal” Response

In the event the prospective offeror does not intend to propose on this proposal but desires to be considered for future proposals, the firm must complete Appendix I and return it prior to January 26, 2021.

B. Technical Proposal

1. General Requirements

Technical proposals shall be a maximum of 10 pages even if bidding on more than 1 entity (excluding required pages to be signed and appendices).

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the FCG, FCPS, and FCC in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the sealed dollar cost proposal). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items Nos. 2 through 9, must be included. They represent the criteria against which the proposal will be evaluated. Most of the weight will be given to 1) experience of partners and supervisors; and 2) specific audit approach.

2. Independence

The firm should provide an affirmative statement that is independent of the FCG, FCPS, and FCC as defined by generally accepted auditing standards/the U.S. Government Accountability Office's *Government Auditing Standards* and the American Institute of Certified Public Accountants (AICPA) Interpretation 101-10, The Effect on Independence of Relationships with Entities Included in the Governmental Financial Statements [Revised].

Each proposing firm must complete Appendices C.1, C.2, and/or C.3 as appropriate. In the event a firm is using subcontractors for a portion of the work to be performed, those subcontractors will be required to complete Appendix C as applicable.

3. License to Practice in Maryland

An affirmative statement should be included that the firm and all assigned key professional staff (partner and managers) are properly licensed to practice in Maryland. This affirmative statement will be required for all subcontractors as well. Submit a properly completed Appendix I to fulfill this requirement.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium or uses subcontractors, the qualifications of each firm comprising the joint venture or consortium, as well as the subcontractors, should be separately identified. The firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

If the firm is submitting a proposal to include more than one of the jurisdictions to be audited, the firm must demonstrate its capabilities to audit more than one jurisdiction.

The firm should indicate if it is a member of the AICPA Governmental Audit Quality Center.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to each engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Maryland. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to these engagements. Indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect the Affirmative Action commitment of FCG, FCPS, and FCC.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the FCG, FCPS, and FCC. However, in either case, FCG, FCPS and FCC retain the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the FCG, FCPS, and FCC, which retain the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

FCG, FCPS, and FCC have the right to approve audit personnel assigned to each jurisdiction.

The awarding agency may request for partner rotation in the option years.

6. Similar Engagements with Other Government Entities

For the firm's office(s) that will be assigned responsibility for the audit, list the most significant engagements (minimum of 3 for each type of jurisdiction being proposed) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. If the references are not specifically county governments, boards of

education and community colleges, explain why they are comparable to the scope of services requested in this proposal.

Response to this requirement constitutes the audit selection committee's permission to use these principal client contacts as references for this proposal. Use Appendix J to provide this information.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the budget of FCG, FCPS, and FCC and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. How sample size is determined and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of IT software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the internal control structure of FCG, FCPS and FCC
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance
- i. Approach to testing of the IT systems to providing assurance of the proper internal controls and accuracy of the financial information the vendor will be auditing.

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the FCG, FCPS, and FCC.

Any audit issues must be brought to management's attention immediately upon discovery.

9. NO DOLLAR AMOUNTS ON TECHNICAL PROPOSALS.

Displaying dollar proposal amounts in the technical proposal may disqualify offerors from further consideration regarding the resulting contract(s).

C. Sealed Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

The sealed dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price in the proposal is to contain all direct and indirect costs including all out-of-pocket expenses.

FCG, FCPS and FCC will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

Use page 1 of Appendix A to indicate the proposal offer for FY 2021 – FY2026. Option 1 is used for a single proposal for all three jurisdictions. Options 2, 3, and 4 (page 2 of Appendix A) are to be used to submit selective proposals for FCG, FCPS and/or FCC. Signing the Option 1, 2, 3, or 4 forms indicates that the person signing is entitled to represent the firm, empowered to submit the proposal, and is authorized to sign a resulting contract.

It is strongly recommended that firms submit individual jurisdiction proposals (Options 2, 3, and 4) even though they used Option 1 to propose on all jurisdictions as a unit. In the event a firm is selected for a single jurisdiction, all “Option 1” proposals would become null and void.

2. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price and Schedule of Additional Professional Fees and Expenses

Use page 3 of Appendix A to include a schedule of professional fees and expenses, which will support the total all-inclusive maximum price noted on Appendix A. Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by FCG, FCPS, and FCC for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented on the sealed dollar cost proposal in the format provided in the attachment. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. In addition, a statement must be included in the sealed dollar cost proposal stating the firm will accept reimbursement for travel, lodging and subsistence at the prevailing FCG, FCPS and FCC rates for its employees.

3. Rates for Additional Professional Services

Use Appendix B to indicate standard billing rates should they become necessary for FCG, FCPS or FCC to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement. This resulting additional work shall be performed only if set

forth in an addendum to the contract between FCG, FCPS, and FCC and the firm. Any such additional work agreed to between FCG, FCPS and FCC and the firm shall be performed at the same rates set forth in Appendix B. In addition to the individual rates for staff members, indicate a composite rate that may be used at the option of the jurisdiction.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim billing shall cover a period of not less than a calendar month. FCG, FCPS, and FCC may elect to withhold up to ten percent (10%) from each payment pending delivery of the firm's final reports. This option will be included in the resulting contract in the event FCG, FCPS or FCC elects to withhold a portion of each payment.

VII. EVALUATION PROCEDURES

A. Audit Selection Committee

Proposals submitted will be evaluated by an Audit Selection Committee selected by FCG, FCPS, and FCC.

B. Review of Proposals

The Audit Selection Committee will use a point formula during the review process to score proposals. Each member of the Audit Selection Committee will first score each technical proposal by each of the criteria described in Section VII C below. The full Audit Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, THOSE FIRMS RANKED HIGHEST WILL ADVANCE TO THE NEXT LEVEL OF REVIEW.

After the composite technical score for each firm has been established, the sealed dollar cost proposal will be opened and additional points will be added to the technical scores of the HIGHEST RANKED FIRMS. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price or for the lowest proposal by jurisdiction. Appropriate formula distribution fractional scores will be assigned to other proposing firms.

FCG, FCPS, and FCC reserve the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications and then price as noted in VII. B. above. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements
 - a. The audit firm is independent and licensed to practice in Maryland
 - b. The firm has no conflict of interest with regard to any other work performed by the firm for all three jurisdictions. (Firms that have a conflict of interest with regard to one or more of the jurisdictions will not be evaluated with regard to those jurisdictions.)
 - c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
 - d. The firm submits a copy of its last external quality control peer review report. We explicitly reserve the right to make whatever investigations we deem necessary to satisfy ourselves as to the quality of each firms audit work.
2. Technical Quality: (Maximum Points - 100)
 - a. Expertise and Experience
 1. The firm's past experience and performance on comparable K12, higher education and government engagements
 2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
 - b. Audit Approach
 1. Adequacy of proposed staffing plan for various segments of the engagement
 2. Adequacy of approach to understanding the internal control structure.
 3. Adequacy of sampling techniques
 4. Adequacy of analytical procedures
 5. Adequacy of information technology expertise and approach to testing systems for internal control purposes.
3. Price: (Maximum Points – 50)

D. Oral Presentations

During the evaluation process, the Audit Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide

firms with an opportunity to answer any questions the Audit Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

The CC, BOE and BOT will select a firm(s) based upon the recommendation of the Audit Selection Committee.

It is anticipated that a firm(s) will be selected by February 24, 2021. Following notification of the firm selected, it is expected contracts will be executed between the various parties.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between FCG, FCPS, and FCC and the firm selected.

FCG, FCPS and FCC reserve the right without prejudice to reject any or all proposals.

General Terms and Conditions

A.1 GENERAL TERMS & CONDITIONS - FCG

NOTE: The terms and conditions of this procurement process are governed by the process-related terms and conditions (those related to the advertisement, receipt and evaluation of proposals) of the Frederick County Public Schools.

The terms and conditions of any contract for audit services for Frederick County, Maryland/Frederick County Government are incorporated in the County-standard contract services agreement. The County and Contractor must execute a Contract Services Agreement (see Exhibit M for a sample) resulting from the award of this solicitation.

Exceptions, if any, to the County's standard Agreement must be noted in your proposal to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of your proposal.

Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

A.2 **GENERAL TERMS & CONDITIONS – FCPS**

1. **BIDDER REGISTRATION**

- a. All Frederick County Public School (FCPS) suppliers and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage <https://emma.maryland.gov> FCPS will no longer accept bidder's applications.
- b. Contractors are required to register with eMaryland Marketplace Advantage <https://emma.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.

2. **PRE-PROPOSAL MEETING (modified)**

- a. A Pre-Proposal Meeting will not be held.
- b. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.

3. **PREPARATION OF PROPOSAL**

- 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 addendum.
- b. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting proposals. Failure to do so will be at the bidder's own risk.
- c. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided. FCPS proposal forms format shall not be altered.
- d. Each proposal will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the proposal and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- e. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out:
 - Verify all mathematical calculations.
 - Do NOT use white-out/correction tape.
 - Strike through errors, initial and make correction.
 - Initial corrections.
 - 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.
 - v. Conflict of Interest Form completed and signed.
 - vi. W-9 (This is the company information that will be entered in the FCPS supplier database).
 - vii. Certificate of Insurance (if applicable).

- f. 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 .
- g. Proposals 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.
- h. Proposals by corporations must be signed with the name of the corporation, which must match the information on the submitted W-9, 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.
- i. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- j. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.
- k. If the bidder has made an error, the bidder may request, in writing, to have their proposal withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the supplier's business

4. PROPOSAL PRICING (modified)

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All proposals submitted shall be irrevocable for a period of 120 days following the proposal due date, and FCPS has within that time period after due date to accept the proposal. FCPS reserves the right to reject any offer that specifies less than 90 days of acceptance time. Upon mutual agreement between FCPS and the contractor, the acceptance time may be extended. Proposals may not be withdrawn during this period.
- c. 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.
- d. The Board will not accept any cost proposals with escalator clauses or other irregular features unless specifically authorized under Special Notices.

5. 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

6. ADDENDUM

- a. All changes to the bid solicitation will be made through appropriate addendum issued from the Purchasing Department.

- b. Addendum 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. Addendum will be issued a minimum of four (4) days prior to the bid opening date, unless the addendum issued extends the due date. (verified with COMAR, which states addendums within a “reasonable” time)
- d. Each bidder shall ascertain, prior to submitting a proposal that they have received all addendum issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addendum will not relieve that bidder from any obligations under this solicitation as amended by addendum. All addendum so issued will become a part of the award and contract documents.

7. RECEIPT OF PROPOSALS

- a. Proposals received prior to the time of opening will be time stamped and securely kept unopened. No proposals received thereafter will be considered. FCPS will not be responsible for the premature opening of proposals received that are not properly addressed or identified. Any proposal may be withdrawn before the scheduled time for opening bids, via written request approved by the Purchasing Manager.
- 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. Proposals received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier. It is the responsibility of the supplier to ensure that submittals are delivered on time, to the proper location listed in the solicitation.
- d. Proposals not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, will be considered non-responsive.
- e. In the event of inclement weather on the date when proposals are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, proposals will be opened on the next business day at the same time as previously scheduled. Proposals will be accepted until the scheduled time of opening on the next business day. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, refer to Section 2(e) for closing and delays.

8. OPENING OF PROPOSALS

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

- e. 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.

9. STANDARD OF QUALITY, “OR EQUAL CLAUSES,” AND SUBSTITUTIONS (deleted)

10. SAMPLES (deleted)

11. GUARANTEES AND WARRANTIES (deleted)

12. AWARDS OR REJECTION OF PROPOSALS (modified)

- a. The basis of award shall be the lowest responsible bidder submitting a responsive proposal that conforms to the specifications established in the solicitation.
- b. FCPS reserves the right to determine completeness and/or timeliness of proposals, to reject any or all proposals in whole or in part, to make partial awards, to waive any informality in any quotation, to reject any proposal that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.
- d. The Board of Education of Frederick County reserves the right to award the bid within 120 days from the date of the proposal opening unless a different time period is stated in the bid document.
- e. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- f. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- g. If, after competitive sealed proposals have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive proposal, the procurement contract may be negotiated with that one bidder as sole source procurement.
- h. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- i. The Board of Education of Frederick County reserves the right to reject the proposal of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- j. The Board of Education of Frederick County retains the right to reject any and all proposals, if it is deemed in the best interest of FCPS to do so.

13. 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, addendum, 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 – FCPS Specific Terms and Conditions, 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.

14. PROTESTS

- a. The Purchasing Manager 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 suppliers 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 \$50,000 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.

15. 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 supplier. This decision shall be final and conclusive unless, within 30 days, the supplier 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 supplier will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the

supplier 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.

16. 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 supplier(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.

17. 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.

18. HOLD HARMLESS

It is understood that the awarded vendor 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.

19. 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.

20. 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.

21. GOVERNING LAW AND VENUE

- 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.
- d. 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.

22. 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 vendors' 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 supplier and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded supplier(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.

23. PACKAGING AND DELIVERY REQUIREMENTS (deleted)

24. BILLING AND PAYMENT (modified)

- a. Invoices shall be submitted to:

FREDERICK COUNTY PUBLIC SCHOOLS
191 South East Street
Frederick, MD 21701
- b. The Vendor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost when requested, they shall give representative of the Board access to accounts relating thereto.
- c. Invoices and packing slips must contain the following information:
 - i. Bid Number
 - ii. Purchase Order Number
 - iii. Brief Description of Item or Work Performed including the dates worked
 - iv. Partial Payment Amount
- d. Partial payments may be made at specific intervals depending upon the length and dollar value of the project. When partial payments are requested, the invoice or requisition for payment should be sent to the designated Contract Administrator for review prior to payment. Invoices for partial payments should be based upon percentage of the work performed.
- e. An amount of 10% from each application for payment may be withheld until final acceptance of the project by the Board. This amount may cover possible unsatisfactory performance or other damages.

25. COMPLIANCE WITH SPECIFICATIONS (modified)

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

26. LIQUIDATED DAMAGES (modified)

- a. Failure by the vendor to complete the work of the contract or within the time specified on the proposal form will entitle the Board to deduct and retain funds which may be due the vendor under this contract, a sum as follows for each calendar day in excess of the time stated, (including Saturdays, Sundays, and legal holidays) until the contract is complete in accordance with the specifications.

LIQUIDATED DAMAGES

	First 21 Days	<u>Beyond 21 Days</u>
<u>Amount of Contract</u>	<u>(Per Calendar Day)</u>	<u>(Per Calendar Day)</u>
\$10,000 to \$25,000	\$100	\$150
\$25,001 to \$50,000	\$200	\$250
\$50,001 to \$75,000	\$300	\$350
\$75,001 to \$100,000	\$400	\$450

- b. This sum shall not be considered as a penalty, but as a sum mutually agreed upon as the damages suffered by the Board because of delay.
- c. Requests for extension of completion time due 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.
- 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.

27. SAFETY REQUIREMENTS (deleted)

28. PATENTS (deleted)

29. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All FCPS technology based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, and the most recent revision of WCAG Standards at level AA, for accessibility by students and staff, with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

30. 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 supplier(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 supplier 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 supplier, 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 supplier 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 – FCPS Specific Terms and Conditions.
- 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. For additional information, visit:

- [Maryland State Department of Education Website](#);
- [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#);
- [MSDE Guidelines For MD. Code, Educ. 6113.2](#);
- [Employment History Review Form for Child Abuse and Sexual Misconduct](#)

Effective immediately, we will not fingerprint staff provided to FCPS by contractors or staffing agencies. Based on recent procedural review and guidance received from the state of Maryland, it is confirmed that the fingerprint records from the state's Criminal Justice Information System (CJIS) are to be processed and kept by employers only. This means that the contractors providing staff to FCPS are responsible to perform the CJIS fingerprint check since they are the employers of staff being provided to FCPS under various agreements. The fingerprint check required by FCPS and all Maryland school districts is the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).

31. 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.

32. 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.

33. 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.

34. 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.

35. STUDENT/STAFF CONFIDENTIALITY

Under no circumstances may any supplier /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.

Security & Confidentiality

“Company” shall adopt, implement, and maintain commercially reasonable security measures and procedures (including firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis. “Company” acknowledges that the CUSTOMER data housed on the “company” system is the property of CUSTOMER and “company” agrees not to use such data for any purpose except to the extent necessary to fulfill its obligations under the agreement. “Company” agrees that it shall treat the CUSTOMER data with the same degree of care as it accords its own confidential information of a similar

nature. "Company" will agree to comply with the provisions regarding the protection of confidential student data as proscribed in the Student Data Privacy Act of 2015 (H.B. 298), and FCPS Policy 442: Student Data Privacy.

36. 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.

37. 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 supplier 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.

38. 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.

39. 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 supplier 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.

40. CONFLICT OF INTEREST

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

41. FEDERAL CONTRACT AWARDS

In the event that federal funds are utilized for purchases under this contract, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, will be applicable.

This document can be found at the end of Section I, General Terms and Conditions, as Attachment “A”.

ATTACHMENT A - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity

must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

Exhibit A

A.3 GENERAL TERMS & CONDITIONS -FCC

- 1. CONTRACT TERMS:** The performance of this contract shall be governed solely by the terms and conditions as set forth in this document, notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the party submitting the bid or proposal (hereinafter referred to as the "Offeror") at any time. The acceptance by Frederick Community College (the "College") of any goods or services shall not be construed as acceptance by the College of any terms or conditions which are inconsistent with the terms and conditions stated here. All terms and conditions in any College solicitation are made part of this contract, as applicable. Any different or additional terms other than those specified in this document that are contained in the acceptance by the Offeror are hereby objected to.
- 2. CONTRACT/COMPLETE AGREEMENT:** The contract shall be in the form of an AIA Standard Form of Agreement (if applicable), a purchase order(s), and any and all related contract documents, to include, but not limited to, the College solicitation, any and all Addendum, the offeror's solicitation response, any and all subsequent correspondence; all required submittals, i.e., certificate of insurance, bonds, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the Offeror. These documents constitute the sole and entire agreement between the College and Offeror with respect to the subject matter, superseding completely any oral or written communications unless the terms are expressly incorporated into additional written documentation. Where Offeror's quotation is referred to in a purchase order, such quotation is incorporated in the purchase order only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms stated in this document.
- 3. ACCEPTANCE PERIOD:** Any proposal in response to a College solicitation shall be valid for one hundred twenty (120) days or as otherwise specified in the solicitation document. At the end of the one hundred twenty (120) days, unless otherwise specified, the proposal will expire.
- 4. ADDENDA:** The College reserves the right to amend or add to its solicitation documents at any time prior to the due date. If it becomes necessary to change or add to any part of a solicitation document, an addenda will be posted on the purchasing website at www.frederick.edu/bidboard. It is the sole responsibility of the Offeror to ensure continued monitoring of the College Purchasing Website for any posted amendments, addenda or clarifications prior to submitting their solicitation response and duly acknowledge receipt of said amendments or addenda on the proper bid form. Failure to do so may cause rejection of a bid or proposal.
- 5. ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the solicitation response, the College reserves the option to place additional orders against a contract awarded as a result of a solicitation at the same terms and conditions, if it is mutually agreeable.

- 6. DELIVERY AND PACKING:** Prices shall be FOB Destination freight prepaid to the delivery point designated. Offeror shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Offeror. All claims for visible and concealed damage shall be filed by the Offeror. Unauthorized shipments are subject to rejection and return at Offeror's expense. All prices quoted must include delivery. All goods delivered under a solicitation shall be packed in accordance with accepted trade practices. No charges may be made over and above the quoted/bid price for packaging, or for deposits or containers unless specified in the College solicitation. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successfully awarded Offeror to the designated location as indicated on the College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on the purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**
- 7. INSPECTION AND ACCEPTANCE:** No goods received by the College pursuant to a purchase order shall be deemed accepted until the College has had reasonable opportunity to inspect said goods for hidden damage or failure to meet specifications. Damaged/unacceptable goods shall be rejected and will be returned at expense of the Offeror for full credit or replacement, at the sole option of the College. The College reserves the right to test any goods, or services delivered to determine that specifications have been met. No goods returned as defective shall be replaced without College authorization. If Offeror fails to cure defect within ten (10) calendar days, the College reserves the right to purchase on the open market and Offeror shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
- 8. WARRANTY:** The Offeror expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Said Offeror agrees to any repairs, labor, replacements, or necessary adjustments because of such defects to be made promptly by him/her and without cost to and the satisfaction of the College. Such warranty shall survive the contract and shall not be deemed waived either by the acceptance by the College of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Offeror further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from the date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at the Offeror's sole expense. Also, said Offeror shall be responsible for handling all warranty issues directly with the manufacturer and not delegating to College staff. Failure to do so may result in rejection or cancellation of the order. Additional warranty requirements may be set forth in College bid documents.
- 9. PATENTS/COPYRIGHTS:** Offeror represents and warrants that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent, copyrights or other intellectual property rights. Offeror will at his/her/its own expense, indemnify, protect and save harmless the College, its trustees, agents, employees and students from any claim, action, cost of judgment or liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract or arising out of the purchase or use of goods for which the Offeror is not the patentee, assignee, licensee or College.
- 10. BILLING AND PAYMENT:** Each invoice shall reference the College purchase order number. All invoices will be paid within (30) days unless otherwise specified in a College solicitation document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Charges or late payments of invoices prior to forty-five (45) days after receipt of invoice is expressly prohibited. The College shall have no liability for invoices not prepared in accordance with this Section 10.
- 11. CARE OF PREMISES:** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Offeror shall take the necessary precautions to protect

all areas upon which, or adjacent to, work is performed as a part of this contract. Any damage caused because of neglect by the Offeror, directly or indirectly, shall be repaired to the satisfaction of the College at the expense of the Offeror. If the Offeror fails or refuses to make such repair or replacement, the College will determine a cost and the Offeror shall be liable for the cost thereof, which may be charged or deducted from the Offeror price.

- 12. BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated in the solicitation documents must accompany each bid and be made payable to Frederick Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten and signed by a surety company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Finance deems the failure to be non-substantial. Upon request, bid bonds or checks will be returned to all except the three (3) lowest bidders after the opening of bids, and the remaining checks or bid bonds will be returned upon request to all but successful bidder(s) after award of contract. If a performance bond is required, the successful bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract.
- 13. CANCELLATION OF BID/PROPOSAL:** The College reserves the right to cancel any solicitation or to reject all solicitation responses received, if the College Vice President of Finance, in accordance with procedures approved by the College President, determines that it is fiscally advantageous or in the best interest of the College to cancel the solicitation.
- 14. PREPARATION OF BID/PROPOSAL:** Submissions in response to formal College solicitations must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by notification from the College Procurement Administrator and/or purchase order. An Offeror may attach a letter of explanation to the solicitation response for clarification. Offerors will be required, if requested by the College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Offeror's place of business prior to award of contract to determine Offeror responsibility. All proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. The College will not be responsible for any expense incurred by the Offeror in preparing and submitting a proposal.
- 15. QUALIFICATIONS:** The College may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the College all such information and data for this purpose as may be requested. The College reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The College further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the College that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- 16. REFERENCES:** If references are required then the Offeror must provide at least three (3) references (or as indicated in the document requirements) from former and current clients who can confirm the Offeror's experience with the product or services that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of product or services requested. References from other higher education institutions or government agencies are preferred.
- 17. SIGNATURE:** The original copy of the solicitation must be signed in ink by the Offeror's authorized representative, with the signature in full. When a corporation is submitting a solicitation, the person signing shall state under the laws of which state the Corporation was chartered and the names and titles of the officers having the authority under the by-laws to sign contracts. Full business address, county, and State must be given after the signature. All correspondence concerning the offer and contract, including the offer summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the solicitation response. Failure to sign the Bid / Proposal Form may render the Bid / Proposal to be non-responsive. NO OFFER WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.

- 18. SPECIFICATIONS AND SCOPE OF WORK:** The specifications listed in the College solicitation may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Offeror assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc., in the specifications are the responsibility of the Offeror and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Offeror to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Offeror's silence is deemed as full and complete acceptance and any additional costs will be borne by the Offeror.
- 19. RECEIPT OF BID/PROPOSAL:** It is the responsibility of the Offeror to assure that his/her/its bid or proposal is delivered to the place designated for receipt of the bids or proposals and prior to the time set for receipt of bids or proposals. Bids or proposals received after the time designated for receipt of bids/proposals will not be considered.
- 20. OUTSTANDING OBLIGATIONS:** By submitting a response to this solicitation, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract, if selected for contract award.
- 21. COLLEGE BID/PROPOSAL PROTEST PROCEDURE:** All disputes concerning a College solicitation and/or submission in response to a College solicitation shall be resolved pursuant to the Bid/Proposal Protest Procedure available [on the Frederick Community College website](#).
- 22. ACCURACY OF INFORMATION IN RESPONSE:** The Offeror awarded the contract shall be responsible for the accuracy or validity of information provided to the College in the solicitation response, either directly from the Offeror, or as obtained from others and utilized in the performance of the work.
- 23. NOTICE TO PROCEED:** After the contract has been executed and all required documents received, the College will issue to the Offeror a written notice to proceed. The specified contract time shall begin on the date identified in the notice to proceed.
- 24. FAILURE TO EXECUTE CONTRACT:** If the Offeror, to whom the award is made, shall fail to execute the contract and required additional submissions, if any, within seven (7) days from the date these documents are requested by the College, the award may be annulled and the contract awarded to the second most responsive and responsible firm. Such firm shall fulfill every stipulation listed herein as if the firm were the original party to whom the award was made, or the College may reject all Bids / Proposals, as it deems appropriate and in its best interest.
- 25. CONTRACT AMENDMENTS:** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the contract by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by the College before the supplier performs additional work on the project. The Offeror cannot accept purchase request for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Offeror has received a signed Amendment and/or revised purchase order from the College.
- 26. FINANCIAL DISCLOSURE:** Offeror shall comply with Md. Code Ann., State Finance and Procurement Article, §13-221(c) if applicable, which requires that every business that enters into contracts, leases or other agreements with the State or a state unit and receives in the aggregate two hundred thousand dollars (\$200,000.00) or more during a calendar year shall, within thirty (30) days of the time when the two hundred thousand dollars (\$200,000.00) is reached, file with the Secretary of State certain specified information as required by the statute.

- 27. POLITICAL CONTRIBUTION DISCLOSURE:** Offeror shall comply with Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, shall file with the State Administration Board of Election Laws a statement as required by Md. Code Ann., Election Law § 14-104.
- 28. REGISTRATION:** Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the Maryland State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the State Department of Assessments and Taxation.
- 29. CONTINGENT FEES:** Offeror hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Offeror, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this contract.
- 30. MARYLAND PUBLIC INFORMATION ACT:** Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.
- 31. COMPLIANCE WITH LAWS:** Offeror agrees to pay for all permits, licenses and fees and comply, at no additional cost to the College, with all applicable Executive Orders, Federal, State, County, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this contract and as they may be amended from time to time. Offeror accepts sole liability and responsibility for compliance with all governmental regulations related to Offeror's employees and their employment, including without limitation such items as worker's compensation insurance coverage, unemployment insurance, social security withholdings (FICA), withholding for any and all governmental taxes, OSHA requirements, ERISA requirements, Fair Labor Standards Act (FLSA) requirements, the Immigration and Control Act of 1986 (IRCA), work safety rules, and such Federal State, and local laws and regulations that may apply to the Offeror's employees in relation to the services Offeror performs for the College, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-1.4(a), and the OSHA reporting requirements under 29 CFR § 1904.31(b)(3) for any agents of the Offeror on the premises of the College.
- 32. DRUG FREE WORKPLACE:** The College is committed to a work place and campus environment free of substance abuse and is committed to full compliance with the Drug-Free Workplace Act of 1988, the Drug-Free Schools and Communities Act of 1986, as amended in 1989, the Maryland Drug and Alcohol Abuse plan. The Offeror shall agree to comply with these acts and all other applicable local, state and federal laws.
- 33. MINORITY PARTICIPATION:** The College encourages minority businesses to provide goods and services for the performance of College operating needs. Minority businesses are defined as firms that are fifty-one percent (51%) owned and controlled by a member of a socially or economically disadvantaged minority group.
- 34. DEBARMENT STATUS:** By submitting their proposal and accepting this contract, Offeror certifies that it is not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Debarment status can be verified at the Maryland Government Debarred list at <http://www.bpw.state.md.us/Pages/Debarments> as well as checking System for Award Management, SAM.gov.
- 35. RECORD RETENTION:** Offeror shall maintain books and records relating to the subject matter of this contract, including but not limited to all charges to the College, for a period of three (3) years from the date

of final payment under this contract.

- 36. AUDIT:** Offeror shall permit audit, fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and audit any records, books, documents and papers of Offeror and any subcontractor involving transactions related to this contract during the term of this contract and for a period of three (3) years after final payment under this contract.
- 37. HAZARDOUS AND TOXIC SUBSTANCES:** Offeror must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Offeror shall provide the College with a "Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the "Chemical Information List" in compliance with applicable laws, ordinances and regulations.
- 38. MARYLAND UNDERGROUND FACILITIES DAMAGE PREVENTION LAW:** When applicable, Offeror shall coordinate and pay for all work required to comply with this law. Additionally, Offeror shall be responsible for all locations of private utilities as required by the College.
- 39. NON-ASSIGNMENT AND SUBCONTRACTING:** Offeror shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Offeror with any other party for furnishing the services to be performed under this contract without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Offeror and its personnel.
- 40. INDEMNIFICATION:** The Offeror shall be responsible for any loss, personal injury, expense, death and/or any other damages which may occur by reason of Offeror's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Offeror's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Offeror are deemed to be the Offeror's acts. Offeror agrees to indemnify and hold harmless the College and its Board of Trustees, employees, agents and students from any claim, damage, liability, expense, and/or loss, including defense costs and attorneys' fees, arising directly or indirectly out of Offeror's performance under this contract. The indemnification obligation of Offeror shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. Furthermore, the indemnification obligation of Offeror shall survive termination of the contract for any reason. Additionally, the College shall notify Offeror promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Offeror shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.
- 41. INSURANCE:** The Offeror shall purchase and maintain insurance as outlined in Attachment A and comply with the insurance requirements set forth below:
- 41.1.** Insurance policies shall include **Frederick Community College and its elected and appointed Board members, officials, officers, consultants, agents and employees shall be named** as additional insureds for loss, injury and damage arising out of or associated with the Work under this agreement. All of the policies of the Offeror shall be primary to any insurance maintained by the College and shall contain an endorsement acknowledging that any insurance maintained by the College is non-contributory and excess. All policies shall include a Waiver of Subrogation in favor of the College. **Include copies of additional insured endorsements**
 - 41.2.** All policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.
 - 41.3.** The Owner is to receive insurance certificates evidencing the compliance of insurance requirements prior to the issuance of a purchase order or at least (10) ten days before Work commences.
 - 41.4.** All Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.
 - 41.5.** General Liability and Umbrella Insurance policies are to be in "Occurrence Form". If any liability insurance purchased by the Offeror has been issued on a "claims made" basis, the Offeror must comply with the following additional conditions: The Offeror shall agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment for the

Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or The Offeror shall purchase an extended (minimum three years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Contract.

- 41.6.** The Offeror shall purchase and maintain all insurance from an insurer acceptable to the Owner and lawfully authorized to do business in Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Owner grants specific approval for an exception.
- 41.7.** Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Offeror, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Offeror or imposed by the Offeror's insurer(s) shall be the sole responsibility of the Offeror. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Offeror in connection with this Contract shall belong to and be payable to the Owner. If the Owner is damaged by the failure or neglect of the Offeror to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Offeror shall bear all reasonable costs properly attributable thereto.
- 41.8.** The Offeror shall require its own subcontractors as well as all trade Contractors to maintain insurance to the same extent required of the Offeror by the terms of the Contract unless any such requirement is expressly waived or amended by the Owner in writing. The Offeror shall furnish all subcontractors' and trade contractors' certificates of insurance to the Owner immediately upon request. The Offeror shall be fully responsible to the Owner for the acts and omissions of persons directly employed by the Offeror and also for the acts and omissions of persons employed by subcontractors.
- 41.9.** The Owner shall provide and maintain Builder's Risk Protection throughout the project on a replacement cost basis with a limit at least equal to the initial contract sum. Unless otherwise provided in the Contract Documents, this Builders risk insurance shall cover materials to be incorporated into the Project which are off the site, and also such materials in transit as long as such materials have been paid for by Owner. The Offeror shall pay the cost of any deductible(s) required by the Builders Risk Protection as provided by the Owner. This provision shall not release the Offeror of the obligation to complete the work according to plans and specifications required by the contract and shall be obligated to full performance of the contract's undertaking. For projects where Builders Risk coverage is not applicable, the Offeror will insure all tools, equipment, and property to be installed.

42. TAXES: Sales Tax Exemption does not pass on to the contractor. Sales to the College are exempt from Federal, State or Municipal sales and excise tax. Frederick Community College is a Government Entity (30) and as such our sales tax exemption does not pass on to contractors. The College tax payer identification number is 52-0743590.

43. USE OF THE CONTRACT BY OTHER AGENCIES AND EDUCATIONAL INSTITUTIONS: While these formal bids are prepared on behalf of the College, it is intended to apply to other Maryland educational institutions, public and non-profit agencies in both Frederick County, Maryland and the State of Maryland as listed below:

- 43.1.** Frederick County Public Schools
- 43.2.** Frederick County Government
- 43.3.** Municipalities of Frederick County
- 43.4.** Maryland State Colleges and Universities

Unless the Offeror takes an exception, the resulting award items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Offeror must so note on their solicitation submission. Each of these agencies may purchase from the successful Offeror under the same terms and conditions of the contract with the College, in accordance with each agencies laws and regulations, or an agency may choose not to procure from the successful Offeror at the agency's sole discretion. If another entity or one of the above-named agencies elects to purchase under the contract, the purchase requests and funding from other agencies will be the responsibility of those agencies. Contracts between the Offeror and other agencies shall not be binding or enforceable against the College. The College cannot be held liable for the transactions of another entity or agency.

44. USE AND OWNERSHIP: All documents, materials, or data developed as a result of this contract are the College's property. The College has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract, unless otherwise noted and specifically approved by the College. The College may use this information for its own purposes, or use it for reporting to Federal agencies. The Offeror warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Offeror must keep confidential all documents, materials, and data prepared or developed by the Offeror or supplied by the College.

45. DISPUTES: Any disputes between parties to the Contract which do not reach amicable settlement shall be subject to the exclusive jurisdiction of the Circuit Court of Frederick County, Maryland. The parties waive any right to trial by jury in any civil case. The Contractor shall carry on the work and maintain the Progress Schedule, during any disputes, unless otherwise directed by the College.

46. DELAYS AND EXTENSIONS OF TIME

46.1. No Damage for Delay: A time extension shall be the sole remedy for delays or suspensions caused by or attributable to the College, even if the delays or suspensions were: (1) of a kind not contemplated by the parties, (2) amounted to an abandonment of the Contract, or (3) were caused by active interference. The College shall have the right, at any time and for any reason, to delay or suspend the whole or any part of the Work herein without incurring liability therefore. There shall be no damages for delay.

46.2. The College shall be entitled to schedule the Work in the manner which, in its sole exercise of discretion, is in its best interest. There shall be no claims for inefficiencies, stacking of trades, lost productivity, or the like, which result from either the College's schedule or the manner in which the Work is performed.

46.3. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the College, or by any employee of either, or by any separate contractor employed by the College, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the College pending litigation or by any other cause which the College determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the College may determine.

46.4. Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

46.5. If necessary to reach a proper stopping place in any portion of the work or to complete work within Contract limit time, Contractor shall work overtime both his forces (including any of his subcontractors) and forces of the trade contractors without addition to the Contract Sum. Contractor shall be responsible for all incidental cost in connection with such overtime work.

46.6. If work falls behind schedule, as determined by the Architect, the Contractor shall provide at his own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delay.

47. TERMINATION OF THE CONTRACT

47.1. TERMINATION FOR CONVENIENCE: It is agreed that the College may, without any default of the Offeror, terminate this Agreement for the convenience of the College at any time upon a three (3) day notice to the Offeror. Such determination shall be at the sole discretion of the President. Upon such termination, the Offeror shall be paid within thirty (30) days after it shall submit to the College its requisition for payment such part of the consideration to be paid hereunder to the Offeror for its Work as the reasonable cost of the Work performed on the project by the Contractor at the time of such termination bears to the reasonable cost of the whole Work undertaken by the Contractor hereunder, plus the cost of any materials specifically purchased for the Work by the Contractor. Offeror shall not be entitled to recovery of anticipatory profits which have not been earned at the time of termination. Payment for materials shall be made only upon delivery of the materials to the site, and delivery of receipted invoices indicating payment in full therefor, and if requested by the College, releases of liens therefor, and such materials shall thereupon become the property of the College. Termination hereunder shall become effective by delivery to the Offeror of written notice of termination upon which the effective date of termination shall be specified.

- 47.2. TERMINATION BY DEFAULT:** The College may, by written notice of default to the Contractor, terminate the whole or any part of the Contract whenever the Offeror shall default in the performance of this contract and fails to make progress in the prosecution of the contract work or endangers such performance and shall fail to cure default within ten (10) calendar days period after receipt of written notification from the College specifying the default. Should the contract be terminated by the College for failure to perform on the part of the Offeror, no additional compensation shall be paid. In case of failure to deliver services in accordance with the contract terms and conditions, the College, after due oral or written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the College may have. If, after notice of termination of this Contract under provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of the Contract, 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.
- 47.3. RIGHT TO STOP WORK:** If the College determines, either directly or indirectly, that the Offeror's performance is not within the specifications, terms or conditions, and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College reserves the right to terminate the contract and also reserves the right to re-issue the solicitation for the contract if it is decided that performance is not within the specifications as set out.
- 47.4. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of a College solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. The appropriating authority for the College is deemed to be the Board of Trustees of Frederick Community College. Insufficient funds shall be grounds for immediate termination of solicitation.
- 48. TIME FRAME:** The Offeror is expected to complete the project in accordance with the Tentative Project Schedule.
- 49. PROJECT MANAGER:** A College will assign a project manager to this project. They will coordinate the activities of the Offeror with the College. Additionally, the College shall provide access to the areas covered by this solicitation, except as may be otherwise identified herein.
- 50. NON-HIRING OF EMPLOYEES:** No employees of the College or of the State or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or attending the subject matter of this contract shall, during the pendency or term of this contract and while being employed, become or be an employee of Offeror.
- 51. NON-DISCRIMINATION:** Offeror represents and warrants that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, sexual orientation, religious belief, handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. Offeror further agrees to post in conspicuous places notices setting forth the provisions of this non-discrimination clause and to take affirmative action to implement the provisions of this section. Offeror further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status, except as mandated by law.
- 52. ASSURANCE OF NON-CONVICTION OF BRIBERY:** Offeror hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.
- 53. NON-COLLUSION:** Offeror certifies that it has neither agreed, conspired, connived or colluded to produce

a deceptive show of competition in the compilation of the bid or offer submitted; Offeror also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with contract for which the within bid or offer is submitted.

54. DESIGN AND ENGINEERING DOCUMENTS: Unless otherwise specified, the design and engineering documents (if applicable), furnished for this project shall be in accordance with industry standards.

55. UNDERSTANDING: The submittal of a solicitation response shall indicate that the Offeror thoroughly understands the terms of this solicitation and is familiar with the requirements set forth to include submittal requirements by State of Maryland agencies: Maryland Higher Education Commission (MHEC), Department of General Services (DGS), and Department of Budget Management (DBM).

56. GOVERNING LAW/CODES: Any contract entered into as a result of this solicitation will be governed by the laws of the State of Maryland. The Offeror shall at all times observe and comply with Federal, State of Maryland and local laws, ordinances, orders, codes and regulations and the articles and provisions of the Building Code(s) existing at the time of or enacted subsequent to the execution of a contract which in any manner affects the Offeror's ability to perform contractual requirements. This includes compliance with the current City of Frederick Land Management Code. In the event that a provision or specification in this solicitation is in conflict with applicable laws and regulations, the Offeror must inform the College, indicate such in its response, and propose alterations to the conditions specified.

57. FREDERICK COMMUNITY COLLEGE RESERVED RIGHTS: The College reserves the right to adopt any or all portions of the Offeror's Bid/Proposal/Quote to best serve the needs of the College. The College also reserves the right to modify or waive minor irregularities and technical defects in the firm's Bid/Proposal/Quote if deemed to be in the best interest of the College.

58. CONTRACT TYPE AND PAYMENT SCHEDULES: Precise payment date(s) will be finalized during contract negotiations. The College expects to pay only the primary firm for all work performed as a result of this solicitation. Thus the primary firm will be obligated to appropriately compensate any and all consulting firms and/or subcontractors, if applicable.

59. JOINT VENTURES: If the Offeror is a joint venture firm, the Offeror must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as specified. Additionally, all other information requested shall be provided on all parties. As part of the technical proposal submission, the Offeror must identify the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in the solicitation. The information provided under this category of Profile of Offeror will be evaluated for each joint venture party based on its percentage of the joint venture firm. Joint ventures must also provide the following information:

- history of joint venture experience for all parties;
- specific history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project; and
- a listing of all joint venture parties and each party's percentage of the joint venture firm. A copy of the signed, joint venture agreement must be provided to the College for its review and approval prior to issuance of the Notice to Proceed. In addition, no changes can be made to the joint venture agreement without the written approval of the College.

Additionally, it should be noted that if the Offeror is a joint venture firm, of the five (5) projects submitted as relevant experience, a minimum of three (3) projects must be from the majority joint venture party.

60. REGISTERED SEX OFFENDERS: Individuals who are registered sex offenders are not eligible to work on this project. The Contractor (and their subcontractors and suppliers) shall check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee assigned to work on this project. This provision applies to all individuals that may be working on the Owner's property, making deliveries or visiting the owner's property for business purposes.

In the event that a registered sex offender is discovered working on the Project, whether through employment by the Contractor, subcontractor, or equipment or material supplier, the Contractor shall immediately remove the individual from the premises and permanently terminate his work assignment. If the Contractor is found to have violated this provision subsequent to an award by the Owner, the Contract may be immediately terminated the Owner's sole discretion if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

B.1. INSURANCE REQUIREMENTS – FCG

Work shall not commence for Frederick County, Maryland until evidence of all required coverage is approved by the Risk Management Department.

COMMERCIAL GENERAL LIABILITY coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Frederick County, Maryland must be added as an Additional Insured.

AUTO LIABILITY coverage with minimum limits of:

\$1,000,000 Combined Single Limit or

\$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage

Frederick County, Maryland must be added as an Additional Insured.

WORKERS' COMPENSATION coverage meeting all statutory requirements of the State of MD

Employers Liability with minimum limits of:

\$100,000 per Accident, \$100,000 per Employee; and \$500,000 per Policy

OR, if there are no employees, Workers' Compensation Waivers must be completed.

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 Aggregate

PLEASE NOTE THE FOLLOWING:

1. **A certificate of insurance showing these coverages must be provided to Frederick County risk Management. The Certificate Holder must be:**

**Frederick County, Maryland
c/o Risk Management
12 East Church Street
Frederick, MD 21701**

2. In addition to the certificate of insurance showing additional insured status for the County, the General Liability endorsement must be provided upon request.
3. If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.
4. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
5. Required insurance must be maintained for the duration of the contract or business relationship.
6. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.
7. Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.
8. The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by the Risk Management Department.
9. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
10. The Contractor will not hold Frederick County, Maryland liable for any injuries to the employees, servants,

agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.

11. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor.
12. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.

B.2. INSURANCE REQUIREMENTS- FCPS**CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

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. Employers' Liability Insurance

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

c. Commercial General Liability Insurance

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

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

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

Completed operations liability coverage shall be in force for one year after completion of work.

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

e. 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

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Professional Liability Insurance

The Contractor shall maintain professional liability and errors and omissions coverage in the Minimum amounts of \$1,000,000 per claim and \$3,000,000 in aggregate, unless noted otherwise under Special Notices.

h. Proof of Carriage of Insurance

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

i. Additional Insured

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

B.3. INSURANCE REQUIREMENTS - FCC

The Offeror shall provide insurance pursuant to the limits set forth below:

Type of insuranceLimit of liability

Part 1 Worker's Compensation Insurance

as required by statute

Part 2 Employers Liability:

Bodily Injury by Accident

\$ 500,000.00 each accident

Bodily Injury by Disease

\$ 500,000.00 policy limits

Bodily Injury by Disease

\$ 500,000.00 each employee

Commercial General Liability Insurance,* to include, premises, products, completed operations, personal injury and contractual: Aggregate to apply Per Project./Per Location,

Each Occurrence

General aggregate Limit (Per Site)

\$1,000,000

Products and complete operation

\$2,000,000.00 aggregate limit

Personal & advertising injury

\$1,000,000.00 each occurrence Limit

Fire damage

\$1,000,000.00

Medical Expense (Any One Person)

\$ 50,000.00

General Liability insurance shall provide coverage for:

\$ 10,000 each occurrence

Completed Operations to meet the Statute of Repose & Statute of Limitations;

Independent Contractors

Contractual Liability

Broad From Property Damage

Liability arising from Explosion, Collapse and Underground Damage (X, C, U)

Option (b1)

Automobile Liability Insurance, including owned, non-owned and hired vehicles

Bodily injury liability

\$1,000,000.00 each person

Property damage liability

\$1,000,000.00 each occurrence

Option (b2)

Combined single limit Bodily injury or property damage liability

\$1,000,000.00 each accident

Umbrella Excess Liability (true following form)*

\$1,000,000.00 per Occurrence

\$1,000,000.00 General Aggregate

\$1,000,000.00 Products & Completed Operations

Any construction contractor providing Mass Grading, Masonry, Structural Steel, Superstructure or foundation concrete, Mechanical or Electrical contractors shall be required to carry the following Umbrella Excess Liability (true following form) minimum limits:

\$8,000,000.00 Each Occurrence

\$8,000,000.00 General Aggregate

\$8,000,000.00 Products & Completed Operations

Contractors Pollution Liability for contractors engaged in testing for, monitoring, clean-up, removal, containing, detoxifying, neutralizing, transporting, handling, storage treatment, or disposing of or processing any waste pollutants.

\$1,000,000.00 per Occurrence

\$1,000,000.00 Aggregate

** CGL & Umbrella limits can vary, but the combined per Occurrence and Aggregate totals must meet or exceed the required occurrence and aggregate limits specified above*

C.1 SCOPE OF SERVICE - FCG

1. The County desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The basic financial statements are included in the County's Comprehensive Annual Financial Report.
2. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
3. To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of an audit of the agency's major Federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the U.S. Office of Management and Budget Title 2, CFR Part 200 Uniform Administrative Requirements, cost principles and audit requirements for Federal Awards (the Uniform Guidance).
4. Annually, prior to the start of each audit, the auditor shall present to the County, for review and agreement, an engagement letter that will set forth an understanding of the engagement.
5. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Director of Finance and the Chief Administrative Officer.
6. The financial statements of the Frederick County Public Libraries (FCPL) are included as a component unit of the financial statements of the County. The scope of the County's audit must include these financial statements. There is not a separate audit performed of the FCPL.
7. The auditor is required to audit the Schedule of Expenditures of Federal Awards as required by Governmental Auditing Standards, in connection with the performance of the Single Audit and provide an "in relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the Comprehensive Annual Financial Report. Relative to the Schedule of Expenditures of Federal Awards, the auditor is expected to print and make available to the County five (5) bound copies and one (1) unbound copy of the report.
8. Performance of Federal and/or State requirements related to the issuance of the following:
 - a. Annually, issue an Independent Accountant's Report on Applying Agreed upon Procedures concerning the CFO letter for Financial Assurance required for Closure and Post Closure Costs of Municipal Landfills.
 - b. Annually, issue the auditor's review of the State Uniform Financial Report.
 - c. Annually, audit of the financial statements for Bell Court Apartments.
 - d. Annually, attest to the Statement of Client Attendance Days and Client Fees of Scott Key Center in accordance with guidelines established by the Maryland Department of Health and Mental

Hygiene, Developmental Disabilities Administration

- e. Annually, attest to the accuracy of the wage data included in Scott Key Center's Wage Survey Form in accordance with guidelines established by the Maryland Department of Health and Mental Hygiene, Developmental Disabilities Administration
 - f. Annually, audit the County's Statement of 911 Revenues and Expenditures. The fees for this service are coordinated between FCG, the audit firm and the State of Maryland. In recent years, the audit firm has billed the State directly. However, this is subject to change.
9. The selected firm shall also be represented at monthly Interagency Internal Audit Authority meetings when County related matters are being addressed and as considered necessary.
10. Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:
- a. A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
 - b. A report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with government auditing standards.
 - c. A report on compliance and internal control over compliance applicable to each major federal program in accordance with 2 CFR part 200, subpart F.
 - d. The firm shall make a public presentation at the conclusion of the audit at a regular meeting of the County Council of Frederick County, Maryland (CC). The County Executive shall select the date and time.
 - e. At the conclusion of each audit, the auditor will provide a management letter. This letter must be reviewed with the County's Director of Finance in draft form before issuance and should include a management response.

In the required reports on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit at the time the reportable conditions are discovered. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

The report must be reviewed with the County's Director of Finance and include a management response before issuance of the report. Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate letter to management, which shall be referred to in the report[s] on compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

11. Additional Services

- a. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities, which will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor, to issue a "letter of

consent and citation of expertise” as the auditor. These related services will be billed in accordance with the rates as stated in Appendix B under the “Schedule of Professional Fees and Expenses for Additional Services”. If this schedule is different for FCG, FCPS or FCC, the appropriate additional renditions of Appendix B should be provided and be clearly marked by jurisdiction.

- b. Any specialized grant requirements beyond the scope of the RFP may be negotiated with the successful proposer or proposed separately, as will any special consultation projects. It is expected that the successful firm have the resources to perform consulting engagements.
12. All working papers and reports must be retained, at the auditors’ expense, for a minimum of seven years, unless the firm is notified in writing by the County of the need to extend the retention period. Upon request of the County, the auditor shall make the working papers available to the County’s cognizant audit agency, the U.S. Government Accountability Office, parties designated by the federal and state governments as part of an audit quality review, and auditors of entities of which the County is a recipient or sub-recipient of grant funds, auditors of entities. In addition, the firm shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing significance.

C.2 SCOPE OF SERVICE– FCPS

1. The auditor is required to perform a financial and compliance audit of the Board of Education of Frederick County, MD, operating as Frederick County Public Schools (FCPS), and to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The basic financial statements are included in the FCPS Comprehensive Annual Financial Report.
2. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
3. To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of an audit of the agency's major Federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the U.S. Office of Management and Budget Title 2, CFR Part 200 Uniform Administrative Requirements, cost principles and audit requirements for Federal Awards (the Uniform Guidance).
4. Annually, prior to the start of each audit, the auditor shall present to FCPS, for review and agreement, an engagement letter that will set forth an understanding of the engagement.
5. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Financial Reporting Manager.
6. The auditor is required to audit the Schedule of Expenditures of Federal Awards as required by Governmental Auditing Standards, in connection with the performance of the Single Audit and provide an "in relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the Comprehensive Annual Financial Report. Relative to the Schedule of Expenditures of Federal Awards, the auditor is expected to print and make available to FCPS seventeen (17) bound copies and one (1) unbound copy of the report.
7. FCPS has applied for, and received, the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) and the Association of School Business Officials (ASBO). The intent is to continue participation in these award programs. The school system expects the auditors to review the Comprehensive Annual Financial and Compliance Report (CAFR) for compliance with all points on the related award checklists and to review the responses to prior year comments and applicable adjustments made due to prior year comments. The school system expects the auditors to assist in drafting adequate review comment responses, if needed.
8. The selected auditing firm shall rely primarily on its own staff and resources for performing the audit procedures required for the performance of the Financial and Single Audit. FCPS contracts with an independent certified public accountant to review the Student Activity Funds and Food and Nutrition Services cash collection procedures, and there may be reliance on his/her work papers as deemed necessary.

9. The annual audit must be completed so that the CAFR due to the MSDE each September 30 can be filed in a timely manner. FCPS is responsible for the printing of the CAFR. Sign off on the audit is anticipated by September 25 to allow for timely submission. FCPS will contract the printing of the report once issued and will coordinate delivery of the report to MSDE and the Legislative services' branch. The Single Audit should be completed as close to the completion of the audit of the CAFR as possible.
10. The Report on Internal Controls and if applicable, the Management Letter, containing comments and recommendations for correction of internal control weaknesses and improvements in operating procedures, shall be submitted to the Financial Reporting Manager on or before September 30 of each year. Twenty-five copies of these reports are to be submitted to the Financial Reporting Manager for distribution to the Superintendent of Schools and Board of Education members. This report shall be distributed to other appropriate staff members and outside agencies as deemed appropriate by the Financial Reporting Manager and/or the Superintendent of Schools.
11. At the conclusion of the audit, but prior to the issuance of any reports, the selected audit firm shall meet with the Financial Reporting Manager and other appropriate staff members to discuss drafts of the auditor's reports.
12. A representative from the audit firm, preferably the partner responsible for this engagement, may be requested to meet with the Superintendent of Schools and the Board of Education members in October each year to review the Financial Audit and any related management type reports.
13. All supporting work papers and schedules required in the performance of the audit, except those addressed below, are the responsibility of the audit firm and must be retained for a minimum of seven years.
14. The staff of the FCPS' Division of Fiscal Services shall be available to assist the selected firm in answering unresolved questions as deemed appropriate by the Financial Reporting Manager or the appropriate division manager/officer.
15. FCPS shall provide the following listings, worksheets, and schedules:
 - a. Trial Balances from all funds.
 - b. List of all restricted programs.
 - c. Account analysis of selected balance sheet accounts.
 - d. Account analysis of selected revenue and expense accounts.
 - e. Prepared spreadsheets from budgetary basis general ledger to generally accepted accounting principles (GAAP) basis.
 - f. Governmental Accounting Standards Board (GASB) 34 Government-Wide spreadsheet analysis.
 - g. Other Post Employment Benefit (OPEB) spreadsheets, including biannual actuarial report.
 - h. Account analysis of all closed construction projects.
 - i. Review of open encumbrances at year end
 - j. Capital Assets worksheets.
 - k. Inventory schedules.
16. FCPS shall provide adequate working space, local telephone service, necessary computer access within the capabilities of the school system, and routine reproduction facilities.
17. FCPS shall provide the following other services for the selected firm:

- a. Pull and re-file selected supporting documents or assist and train auditors to retrieve electronically filed documents.
- b. Assist in location of appropriate documents and supporting information from school system personnel and from outside organizations.
- c. Type required confirmation requests and letters to attorneys.

Other Services:

The selected firm shall be available for consultation on such matters as accounting, financial reporting, grant administration, payroll, and employee benefits during the fiscal year. Over the last several years, such services have required an average of 10 to 15 hours per year and include attendance at the Interagency Internal Audit Authority (IIAA) monthly meetings.

Audit Performance Monitoring:

The performance of the selected firm will be continually monitored by the Financial Reporting Manager. This monitoring will be done with a reasonable and flexible attitude. The school system desires to maintain open and effective communications during the audit engagement. The following areas will be closely monitored throughout the entire audit process:

1. Staff assigned to the audit – Substitutions for proposed assigned staff shall not be allowed unless approved by the Financial Reporting Manager.
2. Proposed participation by the senior and higher-level staff assigned to the audit – Deviation from the proposed participation must be explained in writing and approved by the Financial Reporting Manager.
3. Assistance from the school system's staff – No services shall be provided to the selected firm beyond those agreed to in the specification and/or proposal unless deemed appropriate and beneficial by the Financial Reporting Manager.
4. Audit tests and procedures – The audit approach shall be described in the audit specification and/or proposal. Any adjustments to the audit approach must be submitted in writing and approved by the Financial Reporting Manager. The failure of the auditor to perform as proposed or in accordance with approved deviations shall be justification for cost reduction or voiding of the audit contract.

Additional Contract Terms:

1. Amendments to the original terms of the contract will be entertained between the anniversary dates upon written notification by either party. No changes in price(s) submitted will be accepted unless there are significant additional requirements by the Board of Education. Changes will not necessarily be approved and are subject to careful review.
2. The Board of Education may renew this contract on a year-to-year basis on or before its regularly scheduled meeting in April of each year based upon satisfactory performance by the auditing firm as determined by the Financial Reporting Manager and staff.
3. The contract will consist of the enclosed specifications, the written proposal submitted by the successful audit firm, the "Notice of Award" from the Frederick County Board of Education, and any agreed upon written changes or clarifications.

Contract Administration

This contract will be administered by Ms. Melissa Rollison, Financial Reporting Manager, Frederick County Public Schools. Please refer all technical questions regarding these specifications to him via email at melissa.rollison@fcps.org.

C.3 **SCOPE OF SERVICE - FCC**

FCC requires a full financial audit, which will include:

Financial Statements

1. An independent auditor's report and opinion as to whether the financial statements present fairly the Colleges financial position, changes in financial position, and cash flows as of June 30, in conformity with accounting principles generally accepted in the United States of America and Government Auditing Standards. An independent auditor's report on internal control over financial reporting and on compliance and other matters performed in accordance with GAS
2. A management letter identifying existing control deficiencies, especially any considered material or significant in accounting, procedures or internal control, and any other matters that come to the auditor's attention, together with any recommendations for corrections or improvements.
3. Report on the fairness of the presentation of the annual filing of the MHEC-CC-4.
4. Prepare Form 990-T Exempt Organization Business Income Tax Return.

SINGLE AUDIT

1. Express and Opinion on the fair presentation of the financial statements and report on Compliance with Requirements Applicable to Each Major Program and on Internal Control over Compliance in Accordance with Office of Management and Budget (OMB) 2 CFR 200 Requirements; Schedule of Federal Findings and Questioned Costs; Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and in accordance with the Uniform Guidance.
2. The selected firm shall be responsible for the reproduction of 15 copies of the Single Audit Report, the Report on Internal Controls, and if applicable, the Management Letter. The Single Audit Report shall be bound by the selected firm in an appropriate binder or folder containing the name of the selected firm.
3. The selected firm shall be responsible for coordinating the submission of the Single Audit report to the Federal Audit Clearinghouse (FAC).

Frederick Community College Foundation

1. An independent auditor's report and opinion as to whether the financial statements present fairly the Colleges Foundation and the Foundation for the FCC Fund Inc. financial position, changes in net assets, and cash flows as of June 30 in conformity with accounting principles generally accepted in the United States of America.
2. An independent auditor's report on internal control over financial reporting and on compliance and other matters performed in accordance with financial auditing standards.
3. A management letter identifying existing control deficiencies, especially any considered material or significant in accounting, procedures or internal control, and any other matters that come to the auditor's attention, together with any recommendations for corrections or improvements.
4. Prepare Form 990 Return of Organization Exempt From Income Tax for the Colleges Foundation and the Foundation for the FCC Fund.

Other Services

The selected firm shall be available for consultation on such matters as accounting, financial reporting, applicable taxes, grant administration, payroll, and employee benefits during the fiscal year.

Audit Performance Monitoring

The performance of the selected firm staff will be continually monitored by the Executive Director for Finance. This monitoring will be done with a reasonable and flexible attitude. The College desires to maintain open and effective communications during the audit engagement. The following areas will be closely monitored throughout the entire audit process:

1. Staff assigned to the audit—Substitutions for proposed assigned staff shall not be allowed unless approved by the Executive Director for Finance.
2. Proposed participation by the senior and higher-level staff assigned to the audit – Deviation from the proposed participation must be explained in writing and approved by the Executive Director for Finance.

Reference to Most Recent Official Statements

D.1. FCG

The most recent Official Statement for FCG can be viewed at:

<https://www.frederickcountymd.gov/65/Accounting>

D.2. FCPS

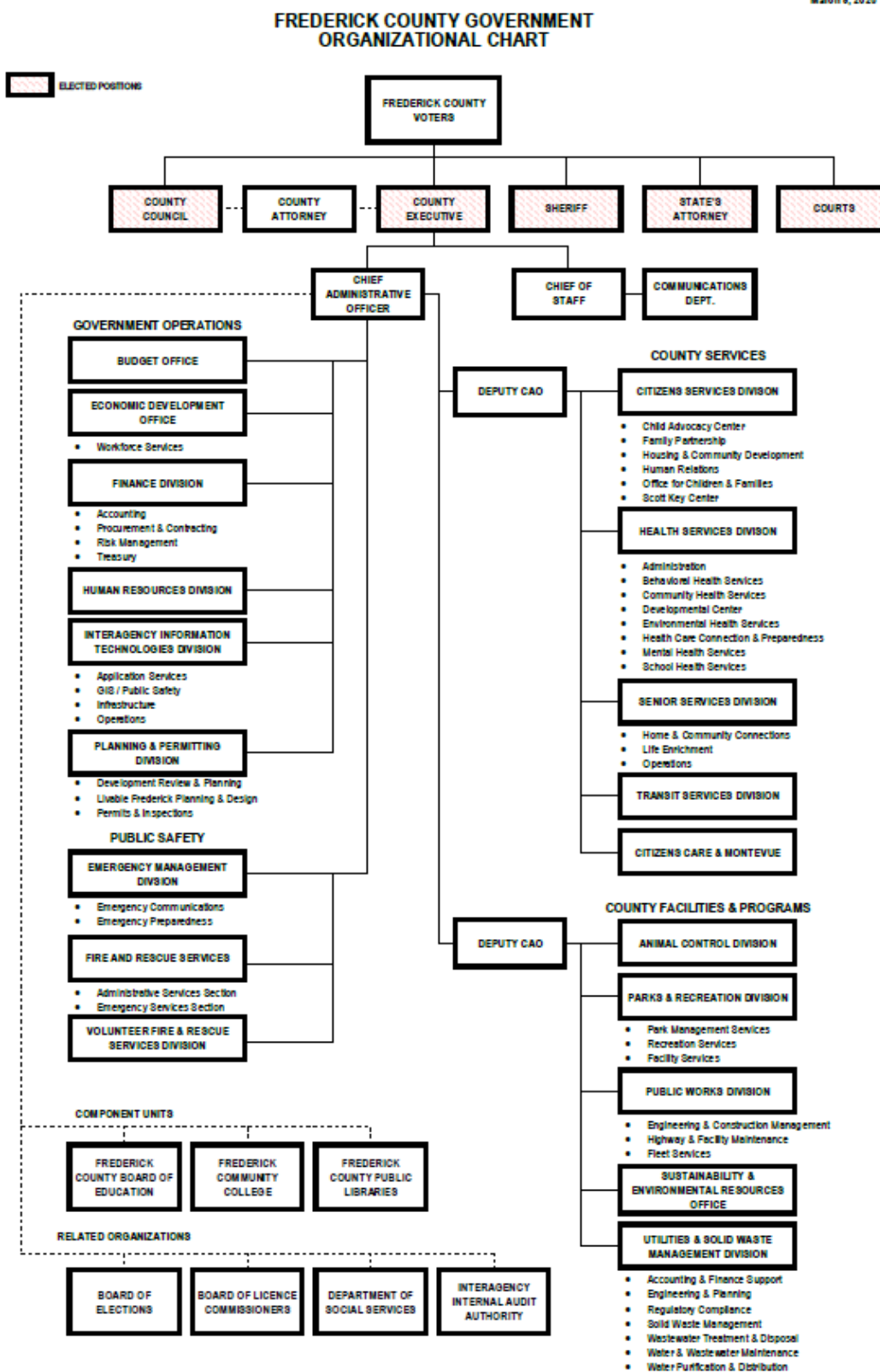
FCPS does not issue debt and therefore has no Official Statements

D.3 FCC

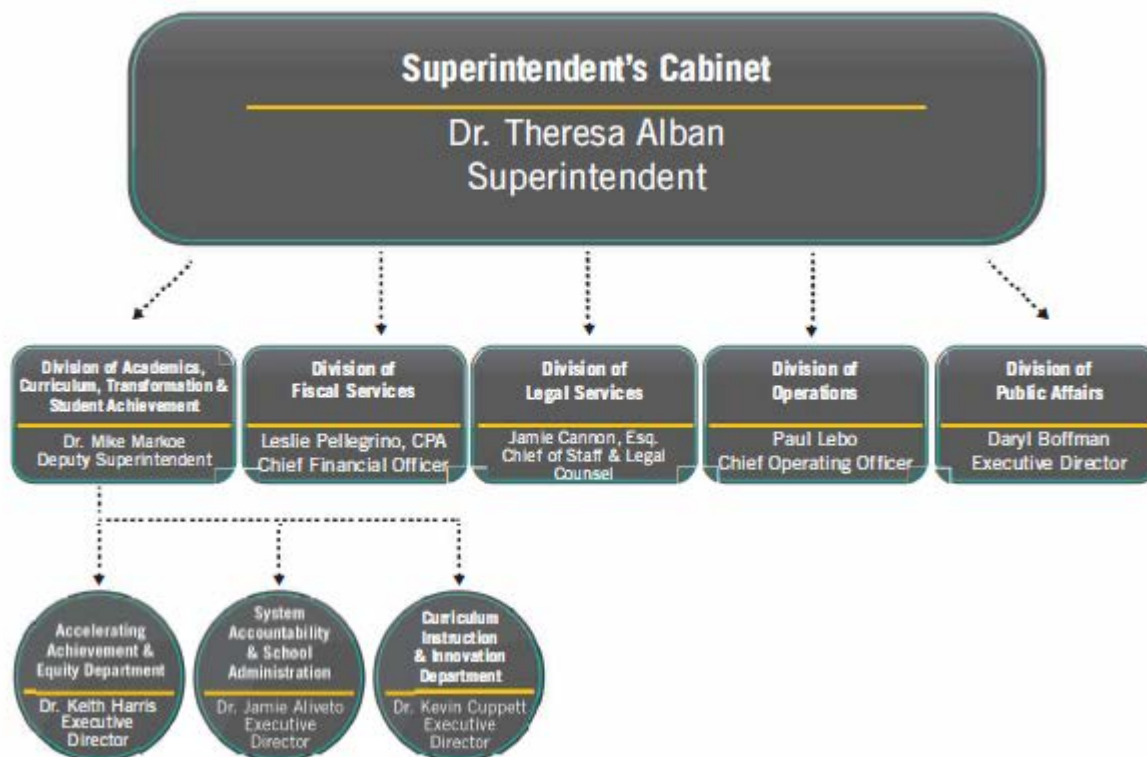
FCC normally does not issue debt. However, in Fiscal Year 2014, FCC issued debt for a parking garage and participated in a Recovery Zone debit program through the State of Maryland. Copies of the resulting Official Statement can be requested in writing to Cathy Perry-Jones, Vice President for Finance, 7932 Opossumtown Pike, Frederick, MD 21702.

E.1. ORGANIZATION CHART – FCC

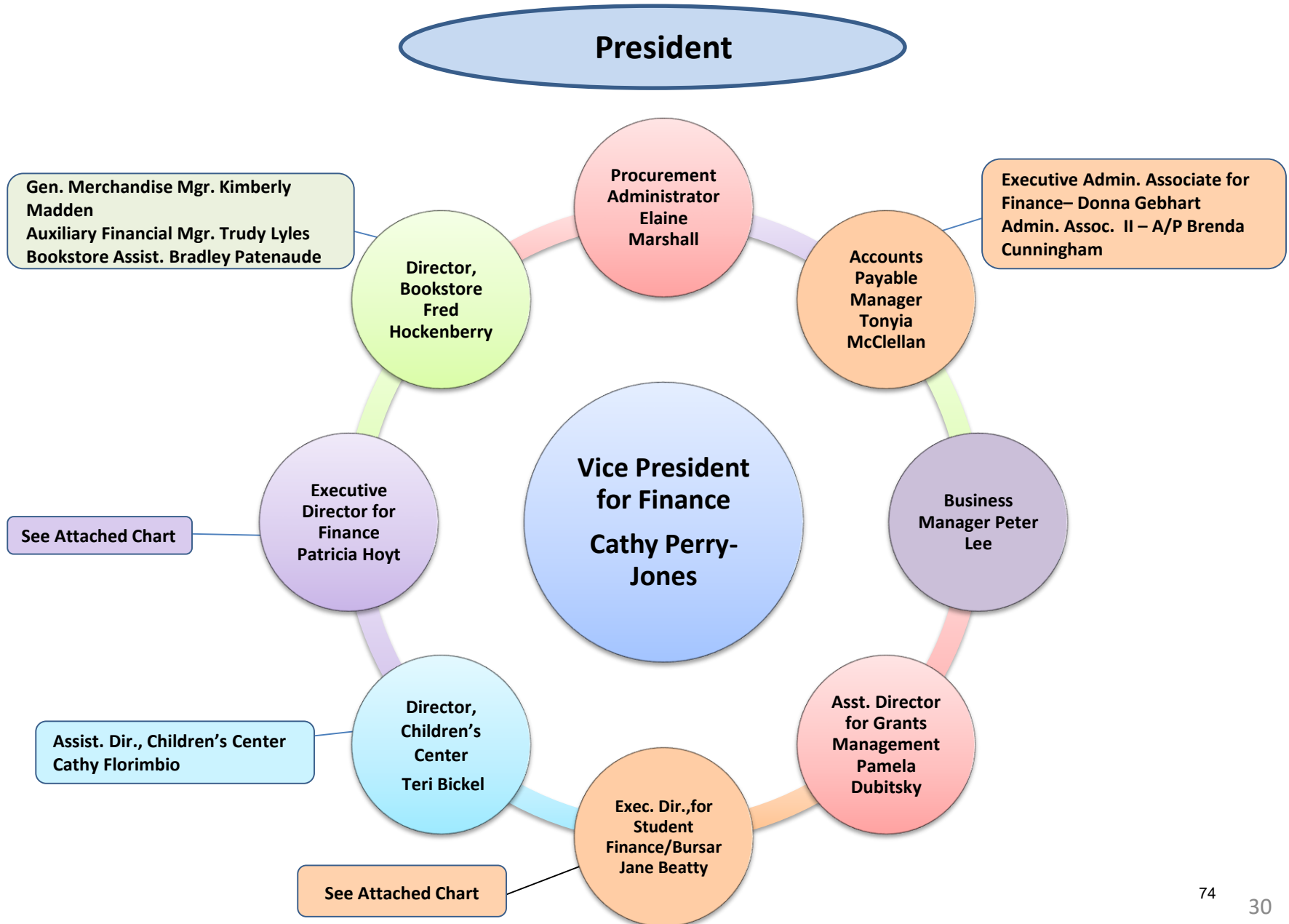
March 8, 2020



E.2. ORGANIZATION CHART – FCPS



Finance



LIST OF KEY PERSONNEL, OFFICE LOCATIONS AND TELEPHONE NUMBER**F.1. KEY PERSONNEL – FCG:**

<u>Name and Title</u>	<u>Location of Office</u>	<u>Telephone</u>
Jan H. Gardner, County Executive	12 East Church Street	301.600.7705
M.C. Keegan-Ayer, County Council	12 East Church Street	301.600.1108
Rick Harcum, Chief Administrative Officer	12 East Church Street	301.600.1303
Bryon Black, County Attorney	12 East Church Street	301.600.1031
Lori Depies, CPA, Director of Finance	12 East Church Street	301.600.1753
Kelly Weaver, Budget Officer	12 East Church Street	301.600.1185
Erin White, CPA, Deputy Director of Finance	12 East Church Street	301.600.1193
Melanie Thom, CPA, Director of Accounting	12 East Church Street	301.600.2217
Diane Fox, CPA, Director of Treasury	30 North Market Street	301.600.1114
Diane Fouche, Director of Procurement and Contracting	12 East Church Street	301.600.1047
Susan Keller, CPA, Financial Services Manager	12 East Church Street	301.600.1118
Wayne Howard, Director of Human Resources	12 East Church Street	301.600.1148
Tom Dixon, IIT Director	117 East Church Street	301.600.2377

F.2. KEY PERSONNEL – FCPS:

Brad Young, President, BOE	191 South East Street	301.696.6850
Theresa R. Alban, Ph.D., Superintendent of Schools	191 South East Street	301.696.6910
Jamie Cannon, Chief of Staff & Legal Counsel	191 South East Street	301.696.6851
Leslie Pellegrino, Chief Financial Officer	191 South East Street	301.644.5009

Melissa Rollison, Financial Reporting Manager	191 South East Street	301.644.4008
Kerrie Koopman, Purchasing Manager	191 South East Street	301.644.5074
Edward Gardner, Director, Technology Infrastructure	191 South East Street	301.644.5318

F.3. KEY PERSONNEL – FCC:

Dr. John Molesworth, Chair, Board of Trustees	7932 Opossumtown Pike	301.846.2442
Elizabeth Burmaster, President	7932 Opossumtown Pike	301.846.2442
Cathy Perry-Jones, Vice President for Finance	7932 Opossumtown Pike	301.846.2458
Open Position, Executive Director for Finance	7932 Opossumtown Pike	301.846.2660
Adam Reno, Associate Chief Information Officer	7932 Opossumtown Pike	301.846.2548

REFERENCE TO MOST RECENT BUDGET DOCUMENTS

G.1 BUDGET DOCUMENTS - FCG:

The most recent budget documents for FCG can be viewed at

<https://www.frederickcountymd.gov/66/Budget-Office>

G.2 BUDGET DOCUMENTS - FCPS:

The most recent budget documents for FCPS can be viewed at

<https://www.fcps.org/about/publications>

G.3 BUDGET DOCUMENTS - FCC:

Copies of the Budgets can be requested via a written request to Frederick Community College, Attn: Cathy Perry-Jones, Vice President for Finance, 7932 Opossumtown Pike, Frederick, MD 21702

REFERENCE TO MOST RECENT FINANCIAL STATEMENTS

H.1 FINANCIAL STATEMENTS - FCG:

The most recent financial statements for FCG can be viewed at

<https://frederickcountymd.gov/65/Accounting>

H.2 FINANCIAL STATEMENTS- FCPS:

The most recent financial statements for FCPS can be viewed at

<https://www.fcps.org/about/publications>

H.3 FINANCIAL STATEMENTS- FCC:

The most recent financial statements for FCC can be viewed at

<https://www.frederick.edu/working-with-fcc/financial-statements.aspx?viewmode=0>

REFERENCE TO MOST RECENT SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (“SINGLE
AUDIT”)

I.1 SINGLE AUDIT - FCG:

The most recent copy of Expenditures of Federal Awards (“Single Audit”) for FCG can be viewed at:

<https://www.frederickcountymd.gov/65/Accounting>

I.2 SINGLE AUDIT- FCPS:

The most recent copy of Expenditures of Federal Awards (“Single Audit”) for FCPS can be viewed at:

<https://www.fcps.org/about/publications>

I.3 SINGLE AUDIT - FCC:

The most recent copy of Expenditures of Federal Awards (“Single Audit”) for FCC can be requested via a written request to Frederick Community College, Attn: Cathy Perry-Jones, Vice President for Finance, 7932 Opossumtown Pike, Frederick, MD 21702

PENSION PLANS**J.1. PENSION PLANS - FCG**

FCG administers a single-employer pension plan and participates in two cost-sharing multiple-employer pension plans administered by the State of Maryland. The plan administered by the County does not issue a stand-alone financial report and is not included in the report of a public employee retirement system of another entity. A detailed disclosure of these plans, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.1. for a reference to the report.

J.2. PENSION PLANS - FCPS

The employees of FCPS are covered by the Teachers' Retirement System of the State of Maryland, the Teachers' Pension System of the State of Maryland, or the Employees' Retirement System of the State of Maryland. These systems are part of the State Retirement and Pension System (the "State System"), and are cost sharing multiple-employer public retirement systems. A detailed disclosure of these plans, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.2. for a reference to the report.

J.3. PENSION PLANS - FCC

All regular employees of the College are covered under one of the two cost-sharing multiple-employer pension/retirement plans. One of these plans are provided directly by the State of Maryland, and the employer funding for eligible College employees is provided directly by the State. The other retirement plan, provided through TIAA/CREF, is an option for certain professional employees and is also provided for those College employees for which the State does not provide employer share funding of retirement benefits.

OTHER POST EMPLOYMENT BENEFIT PLANS (OPEB)**K.1. OPEB – FCG**

FCG participates in an OPEB Trust. The plan does not issue a stand-alone financial report and is not included in the report of a public employee retirement system of another entity. A detailed disclosure of this plan, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.1. for a reference to the report.

K.2. OPEB – FCPS

FCPS makes annual contributions to an OPEB Trust. The plan does not issue a stand-alone financial report and is not included in the report of a public employee retirement system of another entity. A detailed disclosure of this plan, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.2. for a reference to the report.

K.3. OPEB - FCC

The Frederick Community College Healthcare Plan is approved by the Board of Trustees. This policy provides for those retirees who are collecting benefits through either the Maryland State System or the state-approved Optional Retirement Plans (ORPs) to continue their healthcare coverage at their expense indefinitely. The College does not participate in an OPEB Trust.

LENGTH OF SERVICE AWARDS PROGRAM (LOSAP)

L.1 LOSAP – FCG

FCG participates in an LOSAP Trust. The plan does not issue a stand-alone financial report and is not included in the report of a public employee retirement system of another entity. A detailed disclosure of this plan, including plan description and funding policy, is available in the Comprehensive Annual Financial Report. See Exhibit H.1 for a reference to the report.

Summary Information for Automated Financial Systems of FCG, FCPS and FCC

Summary Information for Automated Financial Systems of FCG

Server	Application	Model	Operating System
Hosted	Infor Financial, Procurement Card, Payroll, Global Human Resources	n/a	n/a
Hosted	Trapeze	n/a	n/a
Hosted	Infor WFM - Time and Leave System	n/a	n/a
Hosted	Tyler Munis Real Estate, UB, AR, Tax Sale, Self Service (online portal)	n/a	n/a
Hosted	Rythm For Civicos- Land Management Online Portal	n/a	n/a
Hosted	Active Net - Parks & Recreation registraion for classes/facilities	n/a	n/a
On-premise	Questica Application Server	VMware 7,1	Microsoft Windows Server 2016 Datacenter
On-premise	Questica Database Server	PowerEdge R640	Microsoft Windows Server 2016 Standard
On-premise	Recordation Application Server	VMware 7,1	Microsoft Windows Server 2008 R2 Enterprise
On-premise	Recordation Database Server	PowerEdge R630	Microsoft Windows Server 2012 R2
On-premise	EMMA Application Server	Virtual Server	Windows Server 2008 R2
On-premise	EMMA Database Server	Redundant servers in	Windows Server 2012/ SQL Server 2012
On-premise	Phone Billing Application Server	Virtual Server	Windows Server 2008 R2
On-premise	Phone Billing Database Server	Redundant servers in	Windows Server 2012/ SQL Server 2012
On-premise	Telesoft Application Server	VMware 7,1	Microsoft Windows Server 2012 R2
On-premise	Telesoft Database Server	VMware 7,1	Microsoft Windows Server 2012 R2
On-premise	Munis File Server (used to handle file transfers with external parties)	VMware 7,1	Microsoft Windows Server 2012 R2 Datacenter
On-premise	Housing Pro Application/Database Server	VMware 7,1	Microsoft Windows Server 2012 R2 Datacenter
On-premise	Labworks Application Server	VMware 7,1	Microsoft Windows Server 2012 R2
On-premise	Labworks Database Server	PowerEdge R640	Microsoft Windows Server 2016 Standard
On-premise	Weigh Station Application/Database Server	PowerEdge T620	Windows Server 2008 R2 Enterprise
On-premise	CompuWeigh Application/Database Server	VMware 7,1	Windows Server 2008 R2 Enterprise
On-premise	IPS Land Management Application Server - PROD	VMware 7,1	Microsoft Windows Server 2012 R2 Datacenter
On-premise	IPS Land Management Database Server - PROD	VMware 7,1	Microsoft Windows Server 2012 R2 Datacenter
On-premise	IPS Land Management Application Server - DEV/TEST	VMware 7,1	Microsoft Windows Server 2012 R2 Datacenter
On-premise	IPS Land Management Database Server - DEV/TEST	VMware 7,1	Microsoft windows server 2012 R2
On-premise	Project Dox Application Server PROD	VMware 7,1	Microsoft Windows Server 2012 R2 Datacenter
On-premise	Project Dox Database Server PROD	PowerEdge R630	Microsoft Windows Server 2012 R2
On-premise	Project Dox Application Server TEST	VMware 7,1	Microsoft Windows Server 2012 R2 Datacenter
On-premise	Project Dox Database Server TEST	PowerEdge R630	Microsoft Windows Server 2012 R2

FCPS Server Information

Networked	OS	Vendor	Major Applications	Uses
Yes	Windows Server 2016	Oracle	Oracle/PeopleSoft HCM & FSCM v9.2, Application and Web Server	PeopleSoft Financials & PeopleSoft Human Capital Management
Yes	Windows Server 2012 R2	Microsoft	SQL Server 2016	SQL Server Databases for Oracle/PeopleSoft

FCC Server Information

Networked	Software	Make	Vendor	Major Applications	Uses
Yes	Windows Server 2012 R2	Dell	Oracle	Oracle/PeopleSoft FSCM v9.2, Application and Web Server	PeopleSoft Financials for AP/PO/Asset management/GL
Yes	Windows Server 2012 R2	Dell	Microsoft	SQL Server, Databases for FSCM v9.2	SQL Server Databases for FSCM 9.2

FCG Sample Agreement

FREDERICK COUNTY, MARYLAND CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this ____ day of _____, 2020, by and between Frederick County, Maryland, a body corporate and politic of the State of Maryland, (herein "County") and, _____ (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform.

1.9 Special Requirements. Additional terms and conditions, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of (*input contract sum in words*) Dollars, (\$ *Insert contract sum in figures*) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: (key Contractor representative(s))

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s)

shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Director of Purchasing of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 Independent Contractor. Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "E", attached hereto and incorporated by reference.

All of the above policies of insurance required in Exhibit "B" shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or

omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation ; and

(c) In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to County a performance bond in the sum of the amount of this Agreement, in the form provided by the County, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Maryland Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Frederick County,

State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, or Finance. The decisions of the officer or official body selected by the Chief Administrative Officer to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, or Finance. The decision of the officer or official body selected by the Chief Administrative Officer to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties. Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and (ii) all amounts for which County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the County the sum of (*input LD amount, if any*) _____ (\$____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The County may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except

that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure pursuant to Section 7.3.

7.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.10 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenants Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, or sent by email as follows: (contact information)

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations,

FOLLOWED BY:

Exhibit A "Services"

Exhibit B "Special Requirements"

Exhibit C "Schedule of Compensation"

Exhibit D "Schedule of Performance"

Exhibit E "Insurance"

(the above will be completed upon award)

Attachment 1-Affidavit

Attachment 2 - 2 Certifications of Compliance

arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

COUNTY:

ATTEST:

Frederick County, Maryland

A body corporate and politic of the State of Maryland

By: _____

By: _____

Jan H. Gardner

County Executive

CONTRACTOR:

Contractor Legal Name (as it appears on BUSINESS LICENSE): _____

Contractor Address: _____

Phone: _____ Fax: _____ Email: _____

Contractor's Signatory PRINTED NAME: _____ Title: _____

Check one: ☐ Individual
☐ Partnership
☐ Corporation

By: _____
Signature, Authorized Representative (notarized)

COMPLETED BY NOTARY:

Notary Name: _____ Title: _____

Address: _____

State of: _____ County of: _____

On this date: _____ before me, this person: _____

DATE

PRINT NAME FROM IDENTIFICATION PROVIDED

personally appeared and proved to me on the basis of this satisfactory evidence: _____

TYPE OF IDENTIFICATION PRESENTED

to be the person whose name is subscribed to herein and acknowledged to me that they executed this document in their authorized capacity as signatory for named company. WITNESS my hand and official seal.

Notary Signature: _____

Notary Seal:

Followed by Attachments: Exhibit A "Services", Exhibit B "Special Requirements", Exhibit C "Schedule of Compensation", Exhibit D "Schedule of Performance", Exhibit E "Insurance"

AFFIDAVIT

Must be completed and signed BY AN AUTHORIZED SIGNATORY, and submitted with the proposal.

Contractor: _____ Phone: _____

Address: _____

I, _____, the undersigned, _____ of the above named Contractor
Print Signer's Name Print Office Held
do declare and affirm this _____ day of _____, _____ that I hold the aforementioned office in the above named
Month Year

Contractor and I affirm the following:

AFFIDAVIT I: The Contractor, Agent and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II: No officer or employee of Frederick County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III: Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Frederick County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV: Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Frederick County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 712 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V: Neither I, nor the Contractor, nor any of our officers, directors, trustees or partners who are directly involved in obtaining contracts with Frederick County is a member of the County Council or the County Executive for Frederick County, Maryland, nor are we qualified relatives (spouse, parent, child) of said elected officials, nor are we a business entity in which a qualified relative of said elected officials has a direct financial interest.

AFFIDAVIT VI: The Contractor, Agent and/or employees working on its behalf, declare that they, in accordance with the Maryland Campaign Finance Reform Act of 2013, have not provided any campaign financing greater than \$200,000, OR having done so, they have filed the appropriate campaign finance-related disclosures with the State Board of Elections and that a copy of the certification is attached to their submission in response to this solicitation. Should the Contractor fail to provide the necessary documentation, the County will notify the State. The necessary documentation may be located: http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE: _____

SIGNATURE OF SIGNATORY

EMAIL: _____

PRINTED NAME OF SIGNATORY

TWO (2) CERTIFICATIONS OF COMPLIANCE

1. **Certification of Compliance** with Frederick County Purchasing Regulation 1-2-36, Hiring of Illegal Aliens Prohibited for Performance of County Work:

I, _____, the owner/signatory of _____
Signatory Name Name of Contractor

hereby certify or attest that:

- A. In compliance with Frederick County Purchasing Regulation 1-2-36, and as a contractual requirement of doing business with Frederick County, Maryland, my firm and all of my firm's subcontractors shall only employ individuals legally authorized to work within the United States of America in the performance of work under this contract;
- B. Compliance is a material contractual obligation and that breach of this obligation may result in contract termination in addition to, and not in lieu of, any and all other remedies available to Frederick County, Maryland and any and all other damages for which my firm might be liable; and
- C. Nothing within Frederick County Purchasing Regulations requires Frederick County, Maryland to elect to terminate a contract for default to the exclusion of any other remedy.

By my signature below, I swear or 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 OF SIGNATORY

DATE

2. **Certification of Compliance** with regards to Debarment of Suspension for applicable contracts under the U.S. Federal Awards Program, the following certification is required:

I, _____, the owner/signatory of _____
Signatory Name Name of Contractor

hereby certify or attest that:

- A. In compliance with the U.S. Federal Awards Program, I certify that neither my firm nor any of my firm's subcontractors are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
- B. I certify that my firm will provide immediate written notice to the Director of Procurement & Contracting if, at any time prior to award, I find that this certification was erroneous when submitted or has become false by reason of changed circumstances.
- C. I understand that if the County later determines that this certification is false, in addition to other remedies available, the Director of Procurement & Contracting may terminate the Agreement resulting from this solicitation for default.

By my signature below, I swear or 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 OF SIGNATORY

DATE

PRINT NAME OF SIGNATORY: _____

PRINT TITLE OF SIGNATORY: _____

PRICE PROPOSAL FORM for the Firm of _____ as certified by**Option 1: Single Proposal for all three scopes of service:**

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Total Cost (All Inclusive)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Recommended allocation: FCG

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Includes:						
Annual Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Single Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
State Uniform Financial Report	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell Court Apartments	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Scott Key Center Client Attendance Days	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Scott Key Center Wage Survey	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
911 Revenues & Expenditures	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Recommended allocation: FCPS

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Includes:						
Annual Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Single Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Recommended allocation: FCC

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Includes:						
Annual Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Single Audit	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
CC-4 State Report	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
FCC Foundation	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Foundation for the FCC Fund, Inc.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Notes to Offerors:

- 1) The three jurisdictions are bound by the offeror's cost allocation between jurisdictions. The successful offeror will be assured of the Single Proposal amount by jurisdiction.
- 2) Offerors who are not independent as to all three jurisdictions may not propose on this option.

PRICE PROPOSAL FORM for the Firm of _____ as certified by

Options to propose on separate Scopes of Service

Option 2: FCG:

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Includes:						
Annual Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Single Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
State Uniform Financial Report	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bell Court Apartments	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Scott Key Center Client Attendance Days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Scott Key Center Wage Survey	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
911 Revenues & Expenditures	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total (All Inclusive)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Option 3: FCPS

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Includes:						
Annual Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Single Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total (All Inclusive)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Option 3: FCC

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Includes:						
Annual Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Single Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
CC-4 State Report	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
FCC Foundation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Foundation for the FCC Fund, Inc.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total (All Inclusive)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Notes to Offerors:

- 1) Each proposal will be considered separately from the others.
- 2) One or more proposals may be awarded to a single offeror.
- 3) The three jurisdictions are bound by the offeror's allocation of the "Includes" categories.
- 4) Offerors who are not independent as to each option will not be allowed to propose on that option.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE FY2021 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Quoted Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Non-supervisory Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal	_____	_____	_____	_____
Total for services Described in Section II E of the RFP (Detail on subsequent pages)	_____	_____	_____	_____
Out-of-pocket expenses:				
Meals and lodging	_____	_____	_____	_____
Transportation	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____
Total all-inclusive maximum price for FY2021 audit	_____	_____	_____	_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

IF THE RATES QUOTED ARE DIFFERENT FOR FCG, FCPS OR FCC, SEPARATE RENDITIONS OF THIS PAGE MUST BE CLEARLY LABELED BY JURISDICTION AND BE INCLUDED IN THE PRICE PROPOSAL

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ADDITIONAL SERVICES
FOR FY2021

	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>
Partners	_____	_____
Managers	_____	_____
Supervisory Staff	_____	_____
Non-supervisory Staff	_____	_____
Other (specify):	_____	_____
Composite Rate <u>(To be used at the option of the jurisdiction)</u>	_____	_____
Out-of-pocket expenses:		
Meals and lodging		
Transportation		
Other (specify): _____		
Total price for _____	_____	_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

Rates for subsequent years may not exceed the current year consumer price index for auditing services.

IF THE RATES QUOTED ARE DIFFERENT FOR FCG, FCPS OR FCC, SEPARATE RENDITIONS OF THIS PAGE MUST BE CLEARLY LABELED BY JURISDICTION AND BE INCLUDED IN THE PRICE PROPOSAL.

SIGNATURE ACKNOWLEDGING PROPOSAL

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

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 #3	_____
	Addendum #2	_____	Addendum #4	_____

D.1. DECLARATION OF INDEPENDENCE RELATIVE TO FCG

In accordance with definitions, meaning, and intent as determined by Generally Accepted Auditing Standards,

_____ (Name of Firm) is independent in fact and appearance with respect to Frederick County Government. Below I have listed the names of partners, managers and other staff who have working and other professional relationships with FCG and/or its component units and why those relationships do not impair the independence of our firm in fact and in appearance.

Authorized Signature

Name Printed

Title Printed

Date

Additional Explanation as Required:

D.2. DECLARATION OF INDEPENDENCE RELATIVE TO FCPS

In accordance with definitions, meaning, and intent as determined by Generally Accepted Auditing Standards,

_____ (Name of Firm) is independent in fact and appearance with respect to Frederick County Public Schools. Below I have listed the names of partners, managers and other staff who have working and other professional relationships with FCPS and/or its component units or its oversight entity and why those relationships do not impair the independence of our firm in fact and in appearance.

Authorized Signature

Name Printed

Title Printed

Date

Additional Explanation as Required:

D.3. DECLARATION OF INDEPENDENCE TO FCC

In accordance with definitions, meaning, and intent as determined by Generally Accepted Auditing Standards,

_____ (Name of Firm) is independent in fact and appearance with respect to Frederick Community College. Below I have listed the names of partners, managers and other staff who have working and other professional relationships with FCC and/or its component units or its oversight entity and why those relationships do not impair the independence of our firm in fact and in appearance.

Authorized Signature

Name Printed

Title Printed

Date

Additional Explanation as Required:

Frederick County Government (FCG), Frederick County Public Schools (FCPS), and Frederick Community College (FCC)

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

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

OFFERORS: The submission of the following Affidavit at the time of the proposal opening is:

X 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 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 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 a necessary explanation)

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 to FCG, FCPS and FCC is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any offeror or person to put in a sham proposal or to refrain from proposing and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the proposal prices of the affidavit or any other offeror, or to fix any overhead, profit or cost element of said proposal price, or that if any offeror, or to secure an advantage against the FCG, FCPS and FCC or any other person interested in the proposed contract; and that all statements in the proposal 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 Frederick County Board of Education, and that I am executing and submitting this Proposal on behalf of and as authorized by the offeror named below.

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(Address)

(City)

(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

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 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.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

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

**Frederick County Government (FCG), Frederick County Public
Schools (FCPS), and Frederick Community College (FCC)**

MINORITY BUSINESS ENTERPRISE INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the Maryland State Department of Transportation (MDOT)? _____
If yes, provide certification number: _____

2. Is the company a registered/certified MBE by any other state or local governmental agency? If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached.)

<u>Type</u>	<u>Issuing Agency</u>	<u>Certification No.</u>
-------------	-----------------------	--------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

3. If applicable, circle the group(s) which qualifies the company as a minority business enterprise.
 African-American Hispanic American-Indian Asian Women
 Disabled Other: _____

[Note: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above.]

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups? _____ If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

African-American	Hispanic	American-Indian	Asian	Women
Disabled	Other: _____			

If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or subcontractors to accomplish any portion of the work.

Name (Please Print)

Title

Signature of Above

Date

Company



PLEASE RETURN TO:
FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MARYLAND 21701
TELEPHONE 301-644-5208 FAX 301-644-5213

NOTICE OF "NO PROPOSAL" RESPONSE
RFP 21MISC7, PROFESSIONAL AUDITING SERVICES – FCG, FCPS AND FCC
RFP Due Date: JANUARY 26, 2021 @ 2:00 P.M.

.....

Due to increased costs in maintaining an accurate and active "Offeror's List", it is necessary for the Purchasing Department to be informed of the reason(s) for a firm not proposing. If you will not be proposing on this project, please indicate below the reason(s).

Unless a responsive proposal or this form is returned to us, your firm will be removed from the "Offeror's List" for this category.

- ☐ Current workload prevents proposing at this time.
- ☐ We do not sell the type of products/services requested.
- ☐ Proposal has been forwarded to our distributor; we do not sell direct.
- ☐ We wish to be removed from this category for FCG _____; FCPS _____; FCC_____.

Other: _____

Date: _____

Firm Name: _____

Address: _____

Signature: _____

Title: _____

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE SUBMITTED IN WRITING TO:

Ms. Kim Miskell, Assistant Purchasing Manager

Email: kim.miskell@fcps.org

LICENSE TO PRACTICE IN MARYLAND

The following partners and managers of _____ to be
assigned to the audit of: (Name of Firm)

Frederick County Government _____

Frederick County Public Schools _____

Frederick Community College _____

are currently licensed to practice public accounting in Maryland and are expected to be
licensed throughout the engagement.

Partner _____ License No. _____

Partner _____ License No. _____

Manager _____ License No. _____

Manager _____ License No. _____

Manager _____ License No. _____

Manager _____ License No. _____

as certified by on _____, 2021:

Signature _____

Printed Name _____

Title _____

Name of Firm _____

REFERENCE INFORMATION

This reference is being provided for our audit work for a:

County Government _____ School System _____ Community College _____

(Complete a minimum of three [3] per type of jurisdiction)

Entity Name _____

Address: _____

Contact Person:

Name: _____

Title: _____

Telephone Number _____

Email Address _____

Scope of services provided: _____

Firm Engagement Partner _____

Total Hours per annual engagement _____

If this reference is not specifically a county government, a board of education or a community college, explain why it is comparable to the scope of services requested in this proposal.

