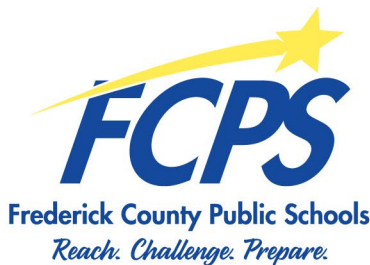


**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5xxx phone  
301-644-5213 fax



**Bill Meekins CPPB, CPPO, NIGP-CPP,  
CSBO, CPCP, Purchasing Manager**  
Kim Miskell, CSBO, Assistant Purchasing  
Manager  
Roy McHaffa, Purchasing Agent  
David Guzman, Purchasing Agent

---

RFP NUMBER/NAME:	RFP 23MISC4, Consultant Services for Special Education Program Audit
RFP ISSUE DATE:	October 27, 2022
RFP CONTRACT MANAGER:	Bill Meekins CPPB, CPPO, NIGP-CPP, CSBO, CPCP, Purchasing Manager, <a href="mailto:willis.meekins@fcps.org">willis.meekins@fcps.org</a>
RFP CONTRACT ADMINISTRATOR	Troy Keller, Director, Special Education <a href="mailto:troy.keller@fcps.org">troy.keller@fcps.org</a>
CO-ADMINISTRATOR:	Linda Chambers, Director, Special Education <a href="mailto:linda.chambers@fcps.org">linda.chambers@fcps.org</a>
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on November 11, 2022. Submit questions in writing via OpenGov.
PRE-PROPOSAL DATE:	2:00 P.M., local time, November 3, 2022 (Attendance is encouraged, but not mandatory.)
LOCATION:	Google Meeting ID: <a href="https://meet.google.com/yhz-qcof-mce">https://meet.google.com/yhz-qcof-mce</a> Phone Number: (US) +1 919-694-3544 PIN: 845 587 247#
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: <a href="https://secure.procurenow.com/portal/fcps">https://secure.procurenow.com/portal/fcps</a> . If you have problems downloading this bid or applicable addenda, contact: Michele Graham at <a href="mailto:michele.graham@fcps.org">michele.graham@fcps.org</a>
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
RFP DUE:	3:00 P.M., local time, on November 17, 2022
LOCATION:	Google Meeting ID: <a href="https://meet.google.com/ics-qezp-ked">https://meet.google.com/ics-qezp-ked</a> Phone Numbers: (US) <a href="tel:+14137795242">+1 413-779-5242</a> PIN: 847944190#  Bidders can create a FREE account with OpenGov Procurement by signing up at <a href="http://secure.procurenow.com/signup">http://secure.procurenow.com/signup</a> .
SEALED BID DELIVERED TO:	FCPS is accepting electronic bid submissions through OpenGov Procurement. Bidders can create a FREE account with OpenGov Procurement by signing up at <a href="http://secure.procurenow.com/signup">http://secure.procurenow.com/signup</a> .
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: December 7, 2022
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage <a href="http://www.procurement.maryland.gov">www.procurement.maryland.gov</a> . FCPS will no longer accept bidder's applications.

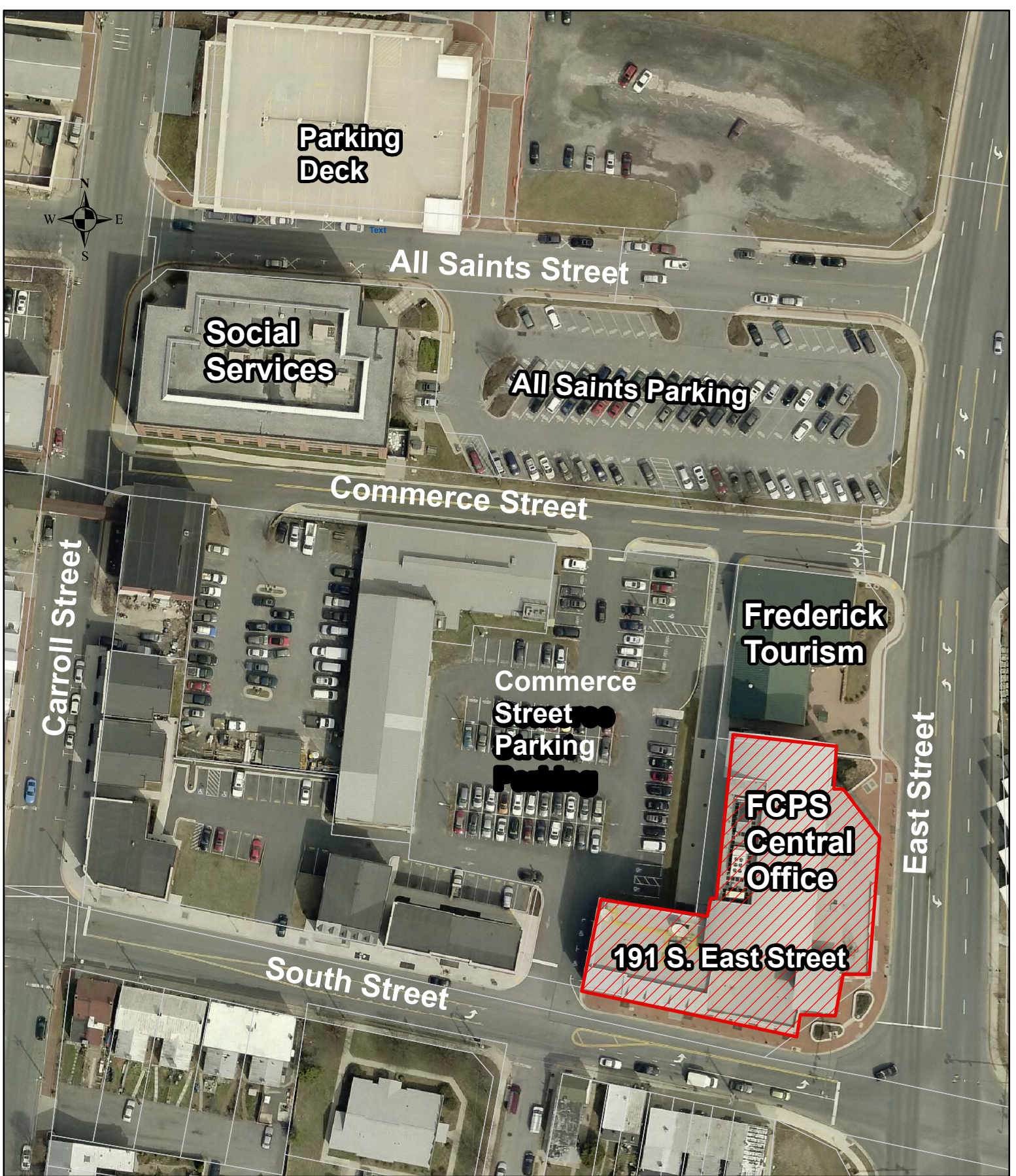
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# THE SCHOOL YEAR AT A GLANCE

## 2022

August 17 (Wednesday)	First Day of School
September 5 (Monday)	Schools* and Offices Closed
September 16 (Friday)	2-Hour Early Dismissal for Students
September 23 (Friday)	3 1/2-Hour Early Dismissal for Students
September 26 (Monday)	Schools* Closed
October 5 (Wednesday)	Schools* Closed
October 12 (Wednesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open on Time
October 13 (Thursday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open on Time
October 14 (Friday)	3 1/2-Hour Early Dismissal: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open Full Day
October 20 (Thursday)	Schools* Closed for Students
October 21 (Friday)	Schools* Closed for Students
November 8 (Tuesday)	Schools**Closed
November 23-25 (Wednesday-Friday)	Schools** and Offices Closed
November 30 (Wednesday)	2-Hour Early Dismissal for Students
December 23 (Friday)	Schools** and Offices Closed
December 26 (Monday)	Schools** and Offices Closed
December 27-30 (Tuesday-Friday)	Schools** Closed

## 2023

January 2 (Monday)	Schools** and Offices Closed
January 11 (Wednesday)	Schools* Closed for Students
January 16 (Monday)	Schools** and Offices Closed
February 15 (Wednesday)	2-Hour Early Dismissal for Students
February 20 (Monday)	Schools** and Offices Closed
March 22 (Wednesday)	Schools* Closed for Students
April 7-10 (Friday-Monday)	Schools** and Offices Closed
April 11-14 (Tuesday-Friday)	Schools* Closed for Students
April 28 (Friday)	2-Hour Early Dismissal
May 29 (Monday)	Schools** and Offices Closed
June 1*** (Thursday)	2-Hour Early Dismissal/Last Day of School for Students

\*BOE Determined

\*\*State Mandated (See page 41)

\*\*\*FCPS will make up days closed for inclement weather or other emergencies in the following sequence: June 2, 5, 6, 7 and 8. If no snow days are used, the last day for students is Thursday, June 1. The June 2-hour early dismissal will occur on the last day of school for students. The school year will provide 180 days for students. Dates are subject to BOE revision.

## Get Calendar Details:

[www.fcps.org/calendar](http://www.fcps.org/calendar)

Like us on Facebook: FCPS Maryland

Follow us on Twitter: @FCPSMaryland

Select FindOutFirst email calendar updates and emergency-closing announcements:

[www.fcps.org/fof](http://www.fcps.org/fof)

See the Calendar Handbook months pages



FCPS Maryland



@FCPSMaryland



[www.fcps.org/fof](http://www.fcps.org/fof)

# DIRECTORY OF SCHOOLS

## ELEMENTARY

1. **Ballenger Creek ♦** 240-236-2500  
5250 Kingsbrook Drive  
Frederick, MD 21703  
Fax 240-236-2501  
<https://edu.fcps.org/bces/>
2. **Blue Heron** 240-566-0700  
7100 Eaglehead Drive  
New Market, MD 21774  
Fax 240-566-0701  
<https://edu.fcps.org/bhes/>
3. **Brunswick ♦♦** 240-236-2900  
400 Central Avenue  
Brunswick, MD 21716  
Fax 240-236-2901  
<https://edu.fcps.org/bes/>
4. **Butterfly Ridge ♦♦♦▲** 240-566-0300  
601 Contender Way  
Frederick, MD 21703  
Fax 240-566-0301  
<https://edu.fcps.org/bres/>
5. **Carroll Manor ♦♦** 240-236-3800  
5624 Adamstown Road  
Adamstown, MD 21710  
Fax 240-236-3801  
<https://edu.fcps.org/cmcs/>
6. **Centerville** 240-566-0100  
3601 Carriage Hill Drive  
Frederick, MD 21704  
Fax 240-566-0101  
<https://edu.fcps.org/ces/>
7. **Deer Crossing ●** 240-236-5900  
10601 Finn Drive  
New Market, MD 21774  
Fax 240-236-5901  
<https://edu.fcps.org/dces/>
8. **Emmitsburg ●** 240-236-1750  
300 South Seton Avenue  
Emmitsburg, MD 21727  
Fax 240-236-1751  
<https://edu.fcps.org/ees/>
9. **Glade ♦♦** 240-236-2100  
9525 Glade Road  
Walkersville, MD 21793  
Fax 240-236-2101  
<https://edu.fcps.org/ges/>
10. **Green Valley** 240-236-3400  
11501 Fingerboard Road  
Monrovia, MD 21770  
Fax 240-236-3401  
<https://edu.fcps.org/gves/>
11. **Hillcrest ♦♦♦▲** 240-236-3200  
1285 Hillcrest Drive  
Frederick, MD 21703  
Fax 240-236-3201  
<https://edu.fcps.org/hes/>
- B) Woodsboro ●** 240-236-3700  
Grades Pre-K–2  
101 Liberty Road  
Woodsboro, MD 21798  
Fax 240-236-3701  
<https://edu.fcps.org/woes/>
22. **North Frederick ♦♦♦** 240-236-2000  
1010 Fairview Avenue  
Frederick, MD 21701  
Fax 240-236-2001  
<https://edu.fcps.org/nfes/>
23. **Oakdale** 240-236-3300  
5830 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-3301  
<https://edu.fcps.org/oes/>
24. **Orchard Grove ♦♦** 240-236-2400  
5898 Hannover Drive  
Frederick, MD 21703  
Fax 240-236-2401  
<https://edu.fcps.org/oges/>
25. **Parkway ●** 240-236-2600  
300 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-2601  
<https://edu.fcps.org/pes/>
26. **Spring Ridge ♦♦** 240-236-1600  
9051 Ridgefield Drive  
Frederick, MD 21701  
Fax 240-236-1601  
<https://edu.fcps.org/sres/>
27. **Sugarloaf** 240-566-0500  
3400 Stone Barn Drive  
Frederick, MD 21704  
Fax 240-566-0501  
<https://edu.fcps.org/sues/>
28. **Thurmont** 240-236-0900  
Grades 3–5  
805 East Main Street  
Thurmont, MD 21788  
Fax 240-236-0901  
<https://edu.fcps.org/tes/>
29. **Thurmont Primary ●** 240-236-2800  
Grades Pre-K–2  
7989 Rocky Ridge Road  
Thurmont, MD 21788  
Fax 240-236-2801  
<https://edu.fcps.org/tps/>
30. **Tuscarora ●** 240-566-0000  
6321 Lambert Drive  
Frederick, MD 21703  
Fax 240-566-0001  
<https://edu.fcps.org/tues/>

## Middle (continued)

42. **Governor Thomas Johnson** 240-236-4900  
1799 Schifferstadt Boulevard  
Frederick, MD 21701  
Fax 240-236-4901  
<https://edu.fcps.org/gtjms/>
43. **Middletown** 240-236-4200  
100 Martha Mason Street  
Middletown, MD 21769  
Fax 240-236-4250  
<https://edu.fcps.org/mms/>
44. **Monocacy** 240-236-4700  
8009 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-4701  
<https://edu.fcps.org/moms/>
45. **New Market** 240-236-4600  
125 West Main Street  
New Market, MD 21774  
Fax 240-236-4650  
<https://edu.fcps.org/nmms/>
46. **Oakdale** 240-236-5500  
5810 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-5501  
<https://edu.fcps.org/oms/>
47. **Thurmont** 240-236-5100  
408 East Main Street  
Thurmont, MD 21788  
Fax 240-236-5101  
<https://edu.fcps.org/tms/>
48. **Urbana** 240-566-9200  
3511 Pontius Court  
Ijamsville, MD 21754  
Fax 240-566-9201  
<https://edu.fcps.org/ums/>
49. **Walkersville** 240-236-4400  
55 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-4401  
<https://edu.fcps.org/wms/>
50. **West Frederick** 240-236-4000  
515 West Patrick Street  
Frederick, MD 21701  
Fax 240-236-4050  
<https://edu.fcps.org/wfms/>
51. **Windsor Knolls** 240-236-5000  
11150 Windsor Road  
Ijamsville, MD 21754  
Fax 240-236-5001  
<https://edu.fcps.org/wkms/>
52. **Brunswick** 240-236-8600  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601  
<https://edu.fcps.org/bhs/>

## HIGH

53. **Catoctin** 240-236-8100  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101  
<https://edu.fcps.org/chs/>
54. **Frederick** 240-236-7000  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015  
<https://edu.fcps.org/fhs/>
55. **Governor Thomas Johnson** 240-236-8200  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201  
<https://edu.fcps.org/gtjhs/>
56. **Linganore** 240-566-9700  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701  
<https://edu.fcps.org/lhs/>
57. **Middletown** 240-236-7400  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450  
<https://edu.fcps.org/mhs/>
58. **Oakdale** 240-566-9400  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401  
<https://education.fcps.org/ohs/>
59. **Tuscarora** 240-236-6400  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401  
<https://edu.fcps.org/thhs/>
60. **Urbana** 240-236-7600  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601  
<https://edu.fcps.org/uhs/>
61. **Walkersville** 240-236-7200  
81 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-7250  
<https://edu.fcps.org/whs/>
62. **Career and Technology Center** 240-236-8500  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501  
<https://edu.fcps.org/ctc/>
63. **Carroll Creek Montessori Public Charter School** 240-566-0600  
7215 Corporate Court  
Frederick, MD 21703  
Fax 240-566-0601  
<https://carrollcreekmontessori.org/>
64. **FCPS Blended Virtual Program**  
c/o Centerville ES  
3601 Carriage Hill Drive  
Frederick, MD 21704  
**Elementary** 240-236-8970  
Fax 240-236-8971  
<https://edu.fcps.org/esbvp/>  
**Middle** 240-236-8960  
Fax 240-236-8961  
<https://edu.fcps.org/msbvp/>
65. **Frederick Classical Charter School** 240-236-1200  
8445 Spires Way, Suite CC  
Frederick, MD 21701  
Fax 240-236-1201  
<https://frederickclassicalcharterschool.org/>
66. **Frederick County Virtual School** 240-236-8450  
c/o GTJMS  
1799 Schifferstadt Boulevard  
Room 116  
Frederick, MD 21701  
Fax 240-236-8451  
<https://edu.fcps.org/flex/>
67. **Heather Ridge School** 240-236-8000  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001  
<https://edu.fcps.org/hrs/>
68. **Monocacy Valley Montessori Public Charter School** 240-236-6100  
217 Dill Avenue  
Frederick, MD 21701  
Fax 240-236-6101  
<https://mvmcps.org/>
69. **Rock Creek School** 240-236-8700  
55B West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-8701  
<https://edu.fcps.org/rcs/>
70. **Sabillasville Environmental Charter School** 240-236-6000  
16210-B Sabillasville Road  
Sabillasville, MD 21780  
Fax 240-236-6001  
<https://edu.fcps.org/ses/>

## SPECIALIZED SCHOOLS & PROGRAMS

- |   |   |
|---|---|
| 12. <b>Kemptown</b> ♦ 240-236-3500<br>3456 Kemptown Church Road<br>Monrovia, MD 21770<br>Fax 240-236-3501<br><a href="https://edu.fcps.org/kes/">https://edu.fcps.org/kes/</a>  | 31. <b>Twin Ridge</b> ♦ 240-236-2300<br>1106 Leafy Hollow Circle<br>Mt. Airy, MD 21771<br>Fax 240-236-2301<br><a href="https://edu.fcps.org/tres/">https://edu.fcps.org/tres/</a>       |
| 13. <b>Lewistown</b> ♦ 240-236-3750<br>11119 Hessong Bridge Road<br>Thurmont, MD 21788<br>Fax 240-236-3751<br><a href="https://edu.fcps.org/les/">https://edu.fcps.org/les/</a>   | 32. <b>Urbana</b> ♦ 240-236-2200<br>3554 Urbana Pike<br>Frederick, MD 21704<br>Fax 240-236-2201<br><a href="https://edu.fcps.org/ues/">https://edu.fcps.org/ues/</a>                    |
| 14. <b>Liberty</b> ● 240-236-1800<br>11820 Liberty Road<br>Frederick, MD 21701<br>Fax 240-236-1801<br><a href="https://edu.fcps.org/lies/">https://edu.fcps.org/lies/</a>   | 33. <b>Valley</b> ● 240-236-3000<br>3519 Jefferson Pike<br>Jefferson, MD 21755<br>Fax 240-236-3001<br><a href="https://edu.fcps.org/vses/">https://edu.fcps.org/vses/</a>               |
| 15. <b>Lincoln</b> ♦♦♦▲ 240-236-2650<br>200 Madison Street<br>Frederick, MD 21701<br>Fax 240-236-2651<br><a href="https://edu.fcps.org/lnes/">https://edu.fcps.org/lnes/</a>  | 34. <b>Walkersville</b> ● 240-236-1000<br>83 West Frederick Street<br>Walkersville, MD 21793<br>Fax 240-236-1050<br><a href="https://edu.fcps.org/wses/">https://edu.fcps.org/wses/</a> |
| 16. <b>Middletown</b> 240-236-1100<br>Grades 3-5<br>201 East Green Street<br>Middletown, MD 21769<br>Fax 240-236-1150<br><a href="https://edu.fcps.org/mes/">https://edu.fcps.org/mes/</a>                                  | 35. <b>Waverley</b> ♦♦♦▲ 240-236-3900<br>201 Waverley Drive<br>Frederick, MD 21702<br>Fax 240-236-3901<br><a href="https://edu.fcps.org/waves/">https://edu.fcps.org/waves/</a>         |
| 17. <b>Middletown Primary</b> ♦♦ 240-566-0200<br>Grades Pre-K-2<br>403 Franklin Street<br>Middletown, MD 21769<br>Fax 240-566-0201<br><a href="https://edu.fcps.org/mps/">https://edu.fcps.org/mps/</a>                     | 36. <b>Whittier</b> ♦♦ 240-236-3100<br>2400 Whittier Drive<br>Frederick, MD 21702<br>Fax 240-236-3101<br><a href="https://edu.fcps.org/whes/">https://edu.fcps.org/whes/</a>            |
| 18. <b>Monocacy</b> ●★▲ 240-236-1400<br>7421 Hayward Road<br>Frederick, MD 21702<br>Fax 240-236-1401<br><a href="https://edu.fcps.org/moes/">https://edu.fcps.org/moes/</a>   | 37. <b>Wolfsville</b> ● 240-236-2250<br>12520 Wolfsville Road<br>Myersville, MD 21773<br>Fax 240-236-2251<br><a href="https://edu.fcps.org/wfes/">https://edu.fcps.org/wfes/</a>        |
| 19. <b>Myersville</b> 240-236-1900<br>429 Main Street<br>Myersville, MD 21773<br>Fax 240-236-1901<br><a href="https://edu.fcps.org/myes/">https://edu.fcps.org/myes/</a>  | 38. <b>Yellow Springs</b> ● 240-236-1700<br>8717 Yellow Springs Road<br>Frederick, MD 21702<br>Fax 240-236-1701<br><a href="https://edu.fcps.org/yses/">https://edu.fcps.org/yses/</a>  |
| 20. <b>New Market</b> ● 240-236-1300<br>93 West Main Street<br>New Market, MD 21774<br>Fax 240-236-1301<br><a href="https://edu.fcps.org/nmes/">https://edu.fcps.org/nmes/</a>  |   |
| 21. <b>New Midway-Woodsboro</b> ●<br><b>A) New Midway</b> 240-236-1500<br>Grades 3-5<br>12226 Woodsboro Pike<br>Keymar, MD 21757<br>Fax 240-236-1501<br><a href="https://edu.fcps.org/woes/">https://edu.fcps.org/woes/</a> |   |
|   | 39. <b>Ballenger Creek</b> 240-236-5700<br>5525 Ballenger Creek Pike<br>Frederick, MD 21703<br>Fax 240-236-5701<br><a href="https://edu.fcps.org/bcms/">https://edu.fcps.org/bcms/</a>  |
|   | 40. <b>Brunswick</b> 240-236-5400<br>301 Cummings Drive<br>Brunswick, MD 21716<br>Fax 240-236-5401<br><a href="https://edu.fcps.org/bms/">https://edu.fcps.org/bms/</a>                 |
|   | 41. <b>Crestwood</b> 240-566-9000<br>7100 Foxcroft Drive<br>Frederick, MD 21703<br>Fax 240-566-9001<br><a href="https://edu.fcps.org/cms/">https://edu.fcps.org/cms/</a>                |

## MIDDLE



## KEY

- ◆ Half-day pre-kindergarten program available
- Full-day pre-kindergarten program available
- ♦ Special education pre-kindergarten available
- ★ STAR (Title I) Schools
- ▲ Judy Center Schools

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**GENERAL TERMS AND CONDITIONS**  
**SECTION I**

**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-BID MEETING**

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

**3. PREPARATION OF BID**

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet.



If required, bidders will be notified of clarifications and/or additional information by means of addendum.

- b. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- c. Bidder must submit their proposal with original signatures. Signatures may be in ink (wet) or digitally signed. Signatures submitted with a script-style font will be accepted. Bids must be prepared on the proposal form(s), if provided. FCPS proposal forms format shall not be altered.
- d. Each bid shall show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- e. The following items must be included in submission:
  - i. Proposal pages completely and accurately filled out:
    - Verify all mathematical calculations.
    - 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](http://www.Egov.maryland.gov/BusinessExpress).
- g. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Bids 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 bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager.

Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the supplier's business.

#### **4. BID PRICING**

- 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 90 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. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II – FCPS Specific Terms and Conditions.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.
- g. If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.
- k. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II – FCPS Specific Terms and Conditions.
- l. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their unit pricing.

#### **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 suppliers 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 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 bid 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 BIDS**

- a. Bids are to be uploaded to OpenGov Procurement, the online sourcing website utilized by FCPS. Submissions may be uploaded at any time prior to the bid due date and time. Bidders may modify their bid submissions up until the bid due date and time.
- b. Bids uploaded after the designated date and/or time will not be accepted. It is the responsibility of the supplier to ensure that submittals are uploaded on time.
- c. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. The bid submission date will not change based on inclement weather, unless changed by an addendum. 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 BIDS**

- a. Sealed bids will be publicly opened at the date and time indicated on the solicitation cover sheet.
- b. All bids received must be signed by a person legally authorized to sign the company into a contract. Bids will be submitted on-line via OpenGov Procurement.  
(<https://secure.procurenow.com/portal/fcps>).
- c. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.

- 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](http://www.fcps.org/bidlist), after the Board of Education of Frederick County approval.

## **9. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS**

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II – FCPS Specific Terms and Conditions. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to determine if items are equivalent and will be accepted.
- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.
- d. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.
- e. The detailed literature is to be arranged and labeled according to item number referenced on the solicitation document.
- f. It is the bidders' responsibility to submit required literature, or links to webpages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.
- g. No substitutions or deviations will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Contract Manager. A statement of any credit or extra cost involved will be included with the request.
- h. FCPS shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc."
- i. The bidder will, upon request and with no cost to the FCPS, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items they propose to furnish do not prevent these items from being truly and factually equal to, or exceeding, that which is specified.
- j. The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by FCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded suppliers.

## **10. SAMPLES**



- a. Samples will be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- b. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as “SAMPLE” and include the name of the bidder, bid name and number, and return instructions, if applicable.
- c. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. FCPS reserves the right to use all samples in any manner which may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.
- d. FCPS retains the right to determine the method of testing to be utilized.
- e. Samples that are not retained by FCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the suppliers. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

## **11. GUARANTEES AND WARRANTIES**

- a. The awarded supplier(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance, unless a longer period of time is specified in Section II – FCPS Specific Terms and Conditions.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded supplier(s) at their expense, shall correct the condition or they shall replace the part or entire unit of work/equipment to the complete satisfaction of FCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by FCPS to minimize the disruption to building/school operations.
- c. Should the awarded supplier(s) fail to comply with the terms of this guarantee, FCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded supplier(s).

## **12. AWARDS OR REJECTION OF BIDS**

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they

have the necessary experience, history and references to assure FCPS of their qualifications.

- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II – FCPS Specific Terms and Conditions, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

### **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 supplier(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 supplier's responsibility to ascertain the date and time of award.
  - iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$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 supplier(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 supplier(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 supplier(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 supplier(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 supplier 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 supplier
- c. The cost of termination may be paid from any appropriation available for that purpose.

## **18. HOLD HARMLESS**

It is understood that the awarded supplier 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 supplier 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 supplier terminate the whole or any part of the contract in any of the following circumstances:
  - i. If the supplier fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
  - ii. If the supplier 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 supplier 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 supplier 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 supplier 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 supplier(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 supplier does not have a right to unilateral termination for convenience.

## **21. GOVERNING LAW AND VENUE**

- a. The supplier will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the supplier 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 suppliers and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The supplier 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 supplier(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 supplier(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 supplier's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the 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 supplier(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

## **23. PACKAGING AND DELIVERY REQUIREMENTS**

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Supplier Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II – FCPS Specific Terms and Conditions, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II – FCPS Specific Terms and Conditions, of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, see School Calendar Closings enclosed, except where modified in Section II – FCPS Specific Terms and Conditions.

- f. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days, see School Calendar Closings enclosed, except where modified in Section II – FCPS Specific Terms and Conditions.
- g. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.
- h. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- i. The awarded supplier(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by FCPS.
- j. The supplier will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

## **24. BILLING AND PAYMENT**

- a. Invoices shall be submitted to: accounts.payable@FCPS.org or in duplicate to:  
  
FREDERICK COUNTY PUBLIC SCHOOLS  
Accounts Payable Department  
191 South East Street  
Frederick, MD 21701
- b. Invoices and packing slips must contain the following information:
  - i. Bid Number
  - ii. Purchase Order Number
  - iii. Item Number (if applicable)
  - iv. Quantity (if applicable)
  - v. Brief Description of Item or Work Performed including the dates worked
  - vi. Unit Price Bid/Partial Payment Amount
  - vii. Extended Total for Each Item
  - viii. Grand Total
  - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.
- d. Invoices to be submitted once commodities have been received and/or services have been rendered.

## **25. COMPLIANCE WITH SPECIFICATIONS**

- a. The awarded supplier(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws,

ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded supplier(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

## **26. FAILURE TO PERFORM/DELIVER**

- a. If the awarded supplier(s) fails to provide the services, equipment, or other items required within the prescribed time limits, or established delivery schedule, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- b. The awarded supplier(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- c. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded supplier(s) does not perform the required work.
- d. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded supplier(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- e. The assessment of liquidated damages by FCPS against the awarded supplier(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

## **27. SAFETY REQUIREMENTS**

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded supplier(s) shall submit Safety Data Sheets (SDS) for all items awarded to that supplier provided under the terms of this proposal, if applicable.
- f. The awarded supplier(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.



- g. The awarded supplier(s) is responsible to report to FCPS any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.
- h. It is the responsibility of the awarded supplier(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded supplier(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the supplier(s) will be held liable for such action.

## **28. PATENTS**

The supplier will defend all suites or claims for infringement of any patent rights and will save the Board of Education of Frederick County harmless from loss.

## **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. Registered Sex Offenders**

Individuals who are registered sex offenders are not eligible to work on any FCPS' property. Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland states, "a person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant." A supplier violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

It is the responsibility of each awarded supplier to screen their workforce to ensure that a Registered Sex Offender is not assigned to perform work at any FCPS school or project. The term workforce includes direct employees, subcontractors, and material and equipment suppliers the awarded supplier will use to perform the work.

### **b. Other Crimes**

An awarded supplier(s), or subcontractors), 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:

- i. 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; or

- ii. Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in the State; or
  - iii. 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.
- c. Violation of any of these provisions may result in immediate Termination for Cause.

### **31. CRIMINAL BACKGROUND CHECKS**

- a. 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. The criminal background check includes both fingerprinting and disclosure forms and will be completed by the FCPS Human Resources Department by appointment only.
- b. In the event a provider is unable to be fingerprinted by the FCPS Human Resources Department due to distance (living more than 200 miles from FCPS located at 191 South East Street, Frederick, MD) or any other mutually agreeable reason, then the following alternative fingerprinting and disclosure process will be followed:
  - 1. A contract service provider must request via email a paper fingerprint card from the FCPS Human Resources Department for manual fingerprinting by the contract service provider's local law enforcement.
  - 2. The contract service provider must be fingerprinted under the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).
  - 3. The FCPS Human Resources Department will mail a paper fingerprint card to the mailing address provided by the requesting contract service provider.
  - 4. Upon being fingerprinted, the contract service provider will return the completed fingerprint card via mail to the FCPS Human Resources Department.
  - 5. The FCPS Human Resources Department will independently submit the contracted service provider's fingerprint card to the state's Criminal Justice Information System (CJIS) for state and federal criminal background check processing.
  - 6. The FCPS Human Resources Department will receive the state and federal background check results and maintain a copy.
  - 7. In the event the FCPS Human Resources Department receives a criminal background check which requires explanation by the contract service provider, the FCPS Human Resources Department will hold a conference (either by phone or virtually) directly with the contracted service provider to determine if the individual would be detrimental to the safety of children and staff and/or if the nature of the crime is such that business operations would be at risk.
  - 8. In the event the FCPS Human Resources Department deems a contract service provider's criminal background check to be unacceptable, the FCPS Human Resources Department will

notify the contract service provider in writing of ineligibility to have regular, direct, and unsupervised access to FCPS students. The awarded supplier(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.

The fingerprinting and background process may change based upon direction from CJIS. If required, an awarded supplier(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. In addition, 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](#)

### **32. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

- a. All awarded suppliers and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- a. 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.
- b. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

### **33. 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 supplier(s) whose employees violate this clause may be subject to the termination of the contact for cause.

### **34. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- a. An awarded supplier(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 supplier(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.

### **35. 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 supplier(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.

### **36. STUDENT/STAFF CONFIDENTIALITY**

- a. The Contractor shall comply with all federal, state, and county laws and regulations applicable to the Contract regarding data collection, privacy, and security, including but not limited to the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, (PPRA) 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable Board of Education policies and FCPS regulations, including, but not limited to, FCPS Regulation 200-32, Data Security, and FCPS Regulation 400-20, Student Records.
- b. Questionnaires, survey instruments, or any other form of data collection from FCPS students, staff, parents/guardians or others pursuant to the Contract or otherwise must be reviewed and approved by FCPS.
- c. Access to Confidential Information
  - 1) To assist the Contractor in its work under the Contract, FCPS may disclose to the Contractor, either in writing or orally, records or information which FCPS deems to be proprietary and/or confidential (hereinafter, "Confidential Information"). For purposes of the Contract, Confidential Information is any information or data labeled or identified as confidential in the Contract or at the time of disclosure. This definition and the obligations of this article shall not extend to any information that: (i) the Contractor possesses prior to acquiring it from FCPS; (ii) becomes available to the public or trade through no violation by the Contractor; or (iii) is developed by the Contractor independently of and without reliance on confidential or proprietary information provided by FCPS.
  - 2) Confidential Information also includes any and all "Personally Identifiable Information" regarding FCPS students, parents/guardians, employees, or others in any medium, including but not limited to any user-generated content that FCPS students, parents/guardians, employees, or others ("FCPS Users") input to access or use the Contractor's deliverables, products, and/or services (e.g., log-in information or responses to assessment questions), as well as "Metadata." Metadata includes but is not limited to: information about how long a FCPS User took to perform a task; information about how long a FCPS User's mouse hovered over an item; keystroke data; location data; or other data about the FCPS User's use of the Contractor's deliverables, products, and/or services that has not been stripped of all direct and indirect identifiers. With respect to FCPS students, Personally Identifiable Information, as defined under applicable law, includes:

- a. A student's name;
  - b. The name of the student's parent/guardian or other family members;
  - c. The address of the student or student's family;
  - d. A personal identifier, such as the student's social security number, student number, or biometric record;
  - e. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
  - f. Other information (including but not limited to Metadata) that, alone or in combination, is linked or linkable to a specific student or family that would allow a reasonable person in the FCPS community, who does not have personal knowledge of the relevant circumstances, to identify the student or family with reasonable certainty; or
  - g. Information requested by a person, who is not an authorized representative of the educational agency and who FCPS and/or the Contractor reasonably believes knows the identity of the student to whom the education record relates.
- 3) Confidential Information shall be maintained in confidence during the Contract and thereafter, except to the extent that it is required to be either disclosed or protected from disclosure by law, regulation or judicial or administrative process. The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall protect the Confidential Information from any Data Security Breach (as defined below), loss, theft, or disclosure using a commercially reasonable care commensurate with the sensitivity of the Confidential Information that in no circumstances is less than the degree of care that the Contractor uses to protect its own confidential information. The Contractor agrees to assist FCPS in maintaining the privacy of Confidential Information as may be required by all federal, state, and county laws and regulations applicable to the Contract including but not limited to the requirements listed above.
  - 4) The Contractor shall not permit unauthorized access to the Confidential Information to any individual or entity at any time or provide Confidential Information to any person, party, or organization ineligible or prohibited from receiving such information pursuant to any federal, state, and county laws and regulations applicable to the Contract including but not limited to the requirements listed above.
  - 5) In the event that the Contractor is required by law, regulation, or judicial or administrative process to disclose any Confidential Information, the Contractor will promptly notify FCPS in writing, if permitted by law, prior to making any such disclosure in order to facilitate FCPS' seeking of a protective order or other appropriate remedy from the appropriate body. Should the proprietary or confidential status of any such information be disputed, the Parties agree to work in good faith to reach a mutually satisfactory disposition.
  - 6) To the extent that Confidential Information includes Personally Identifiable Information regarding FCPS Users, FCPS may require additional data sharing protocols, as agreed in writing by the Parties, prior to its disclosure to the Contractor. The Contractor also agrees to comply with the re-disclosure limitations set forth in FERPA, including in 34 C.F.R. § 99.33, and shall not authorize access to Confidential Information to any of its employees, agents, affiliates, and subcontractors, or to any auditor, unless such employee, agent, affiliate, subcontractor, or auditor (i) requires such access in order to allow the Contractor to provide the deliverables, products,

and/or services set forth in the Contract or to fulfill the Contractor's obligations under the Contract; and (ii) has signed a non-disclosure agreement no less restrictive than the terms of the Contract that will (a) prohibit the such individual or entity from using any Confidential Information for any purpose other than providing the contracted service to, or on behalf of the Contractor; (b) prohibit the individual or entity from disclosing any Confidential Information provided by the Contractor to third parties; (c) require the individual or entity to implement and maintain strict security procedures and practices that, at a minimum, comply with industry standards for data security; and (d) require the individual or entity to promptly notify the Contractor if the individual or entity becomes aware of any unlawful access to any Confidential Information stored on its equipment or facilities resulting in loss, disclosure, or alteration of Confidential Information. Such non-disclosure agreements shall be made available for inspection, upon demand, to FCPS. The Contractor agrees to remind (in writing) individuals or entities who cease working with the Contractor of their non-disclosure obligations at the time of departure, and to terminate the network access of such individuals or entities at the time of separation.

- 7) Notwithstanding any other provision of the Contract, FCPS and/or FCPS Users, as appropriate, retain all right, title, and interest in and to the Confidential Information provided by FCPS and/or FCPS Users. Neither the Contractor, nor any successor or entity to which the Contractor's assets are sold, acquires rights in the Confidential Information, other than the rights FCPS grants to the Contractor to perform the work contemplated in the Contract. If the Contractor becomes subject to dissolution or insolvency, FCPS' and FCPS Users' Confidential Information will not be considered an asset or property of the Contractor. FCPS reserves the right to demand the prompt return of any Confidential Information at any time and for any reason whatsoever. The disclosure of Confidential Information to the Contractor shall not be construed as a grant of any right or license with respect to the information other than for the purposes set forth in the Contract.

d. Use of Confidential Information

- 1) The Contractor shall collect, use, and store only such Confidential Information that is necessary in connection with the Contractor's obligations under the Contract.
- 2) The Contractor may collect and use aggregated de-identified Confidential Information to provide the deliverables, products, and/or services set forth in the Contract, for the Contractor's lawful quality assurance, and for no other purpose; provided, however, that all direct and indirect personal identifiers are permanently removed and there is no reasonable basis to believe that the remaining information in the records can be used to successfully link the de-identified information to an identifiable individual or to FCPS. Furthermore, the Contractor agrees not to: (i) attempt to re-identify de-identified Confidential Information; and/or (ii) transfer de-identified Confidential Information to any party unless that party agrees not to attempt to re-identify the de-identified Confidential Information and unless FCPS has provided written express consent of the transfer.
- 3) Neither the Contractor nor any of its employees, agents, affiliates, and subcontractors shall: (i) engage in targeted advertising to FCPS Users; (ii) engage in targeted advertising when the targeting of the advertising is based on Confidential Information; (iii) use Confidential Information to amass a profile about a FCPS User, except in connection with the Contractor's performance of its obligations under the Contract; (iv) sell Confidential Information; or (v) share with any individual or entity outside FCPS, without prior review and approval from FCPS, any report, data, or research findings that are based on Confidential Information or the use by FCPS or FCPS Users of the Contractor's deliverables, products and/or services and that could be linked to an identifiable FCPS User, stakeholder, school, or the district.

- 4) The Contractor acknowledges that there are no user agreements (whether electronic, click-through, verbal or in writing) in existence or contemplated between the Contractor and any FCPS Users in connection with their access and use of the Contractor's deliverables, products, or services, and this Contract shall supersede any user agreements that may be adopted during the term of the Contract.

e. Security of Confidential Information

- 1) The Contractor shall implement and maintain a comprehensive data-security program in accordance with commercial best practices for the protection of Confidential Information, whether the Confidential Information is stored electronically and/or in hard copy. Such data-security program shall include, but is not limited to, the following:
  - a. Security policies for the Contractor's employees, agents, affiliates, and subcontractors related to the storage, access, retention, transportation, and disposition of data containing Confidential Information;
  - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - c. Secure access controls to Confidential Information, including but not limited to passwords;
  - d. Procedures for data recovery, incident response and processes, and business continuity processes and procedures;
  - e. Encryption of Confidential Information in accordance with industry standard encryption when it is stored or transmitted electronically;
  - f. Protocols for regular backups that include retention of backup copies for such period of time as may be required by FCPS, or by federal, state, and county laws and regulations;
  - g. Audit logs of its system on a secured server with restricted access to prevent tampering or altering of audit data; and
  - h. A process for reviewing policies, procedures, and security measures, as well as training on security policies for employees who have access to Confidential Information, at least annually.
- 2) The Contractor certifies that it has implemented policies, procedures, and security measures to protect against reasonably foreseeable unauthorized access to, or disclosure of, Confidential Information, and to prevent other reasonably foreseeable events that may result in substantial harm to FCPS. In addition, the Contractor shall not maintain or store Confidential Information outside of the United States. To the extent that the Contractor uses cloud computing services, all Confidential Information provided by FCPS or FCPS Users shall be securely stored with a commercially reasonable third-party vendor using physical servers located solely within the United States and subject to network security measures consistent with industry standards. The Contractor will confirm to FCPS that the third-party vendor agrees to the non-disclosure agreement terms described in Article 18.C.6.
- 3) Access to the Contractor's server(s) hosting Confidential Information shall be limited to the Contractor's operations employees, agents, affiliates, or subcontractors who: (i) have access to



Contractor's access keys and are specifically trained to manage and secure data; and/or (ii) are involved in providing the Contractor's deliverables, products and/or services.

- 4) Any computer, server, or database on which Confidential Information, or any analysis conducted pursuant to the Contract, is maintained shall have anti-virus, configuration control, monitoring/alerting, automated backups, and regular vulnerability testing. Such computer, server, or databases shall be password protected and securely stored at all times with proper authentication and authorization procedures and with access limited to the Contractor's operations personnel and personnel directly involved in implementing the Contract. The Contractor shall not permit Confidential Information to be maintained or stored on any portable memory device, such as thumb drives or portable hard drives, without the express written consent of FCPS. The Contractor shall not permit Confidential Information to be maintained or stored on mobile computing devices (e.g. laptops or tablets), unless such device is being used in connection with the Contractor's backup and recovery procedures. In the event that such a device is being used in connection with the Contractor's backup and recovery procedures, the Contractor will ensure that such mobile computing devices are encrypted, centrally managed with respect to configuration updates and anti-virus, password protected, and that all such devices will be scanned at the expiration or termination of the Contract to ensure that no Confidential information remains stored on such mobile computing devices.
  - 5) The Contractor will regularly backup or cause to be backed up all Confidential Information under its control and will securely store and retain backups for such period of time as may be required by federal or state law or regulation, or by FCPS. The Contractor will remove Confidential Information from backups in a manner consistent with technology best practices and industry standards for secure data disposal methods. If the Contractor is required to restore any materials from its backups, it will purge all personally identifiable Confidential Information not currently in use in the production systems from the restored backups.
- f. FCPS reserves the right in its sole discretion to perform audits of the Contractor at its sole expense to ensure compliance with this article. The Contractor shall reasonably cooperate in the performance of such audits. The Contractor also will conduct regular internal monitoring and vulnerability assessments of the computers, computing environment, servers, and physical data centers that the Contractor uses to collect, process, maintain, or store FCPS' Confidential Information that includes Personally Identifiable Information regarding FCPS Users, and to hire a third party to conduct no less than annual security audits, which includes penetration testing. The Contractor shall review audit findings and will implement recommended security program changes and enhancements where practical and appropriate. The Contractor will provide FCPS, upon request, summary data of the above audits, scans, and tests. The Contractor will take reasonable measures, including maintaining audit trails, to protect Confidential Information against deterioration or degradation of data quality and authenticity.
- g. Data Security Breach
- 1) A "Data Security Breach" is any instance in which the Contractor has actual knowledge or a reasonable basis on which to suspect or conclude that there has been an unauthorized release or access of Confidential Information, regardless of whether the Contractor stores and manages data directly or through a contractor such as a third-party cloud computing vendor. A Data Security Breach may take various forms, including but not limited to: hackers gaining access to data through a malicious attack; lost, stolen, or temporarily misplaced data or equipment (e.g., mobile computing devices or portable memory devices); employee negligence (e.g., leaving a password list in a publicly-accessible location, technical staff misconfiguring a security service or device); or policy and/or system failure.

- 2) The Contractor shall notify the FCPS Project Contact immediately of any Data Security Breach or data loss, and inform FCPS (to the extent known) what data has been compromised, but in no event later than twenty-four (24) hours after the Contractor learns of the Data Security Breach or data loss. If the Contractor becomes aware of a Data Security Breach or data loss, it shall cooperate with FCPS regarding recovery, remediation, and the necessity to involve law enforcement, if any. The Contractor shall be responsible for performing an analysis to determine the cause of the Data Security Breach or data loss, and for producing a remediation plan in consultation with FCPS. FCPS and the Contractor agree to work together to determine an appropriate notification plan to any FCPS Users of the Contractor's deliverables, products and/or services regarding any such Data Security Breach or data loss. In addition, to the extent not prohibited, the Contractor agrees to notify FCPS of Data Security Breaches or data losses that affect its customers generally.
  - 3) In addition to any other remedies available to FCPS, at law or in equity, the Contractor will reimburse FCPS in full for all costs incurred by FCPS in investigating and remediating any Data Security Breach or data loss caused in whole or in part by the Contractor or its employees, agents, affiliates, or subcontractors. The Contractor shall use commercially reasonable efforts to mitigate any negative consequences caused to FCPS, or to a FCPS User, as the result of a Data Security Breach or data loss and to implement procedures to prevent the recurrence of a similar Data Security Breach or data loss.
  - 4) The Contractor shall provide notice to FCPS within twenty-four (24) hours of notice or service on the Contractor, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Contractor's handling of Confidential Information, failure to follow security requirements, and/or failure to safeguard confidential information of any third party.
- h. Except as specifically set forth by FCPS in writing, or as required by federal, state, and county laws and regulations, the Contractor shall upon the termination or expiration of the Contract, upon cessation or dissolution of the Contractor's business operations, or upon request by FCPS:
- 1) Erase, destroy, permanently delete, and render unreadable all Confidential Information in its paper files, computers, computing environment, systems, equipment, servers, and physical data centers; or, upon FCPS' request to ensure the integrity of FCPS operations, transfer/migrate such Confidential Information to FCPS or its designated third party;
  - 2) Certify in writing that the actions set forth in this subsection have been completed on or before agreed-upon deadlines;
  - 3) Ensure that any transfer/migration uses facilities and methods that are compatible with the relevant systems of FCPS or its designated third party; and
  - 4) To the extent technologically possible, ensure that FCPS will have access to the Confidential Information during any transfer/migration.
- i. Nothing in this article shall supersede in any manner the Contractor's obligations or the obligations of its employees, agents, affiliates, or subcontractors pursuant to all federal, state, and county laws and regulations applicable to the Contract including but not limited to the requirements listed above, or the provisions of the Contract concerning the Contractor's obligations to FCPS.
- j. Violation of this article constitutes a breach of contract for which FCPS may terminate the Contract pursuant to Article 13, and/or pursue any other appropriate remedy. Notwithstanding anything in the

Contract to the contrary, the provisions of this article shall survive the expiration or earlier termination of the Contract.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. 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.

#### **41. CONFLICT OF INTEREST**

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

#### **42. SERVICE LEVEL AGREEMENT (SLA)**

##### **a. Definitions**

1. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
2. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
3. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth under Fees, invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount.

##### **b. SLA Requirements**

The Contractor shall:

1. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
2. Meet the Problem response time and resolution requirements as defined in item 42 h.
3. Provide a monthly report to monitor and detail response times and resolution times.
4. Log Problems into the Contractor-supplied help desk software and assign an initial severity (Emergency, High, Medium or Low as defined in item 42 h).
5. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate personnel shall be notified when a Problem is resolved.
6. FCPS shall make the final determination regarding Problem severity.
7. Contractor shall review any Problem with FCPS to establish the remediation plan and relevant target dates.

##### **c. SLA Effective Date (SLA Activation Date)**

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the effective date of the contract, unless a defined transition, or implementation, date is provided.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

d. Service Level Reporting

1. Contractor performance will be monitored by FCPS.
2. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
3. The Contractor shall provide a monthly summary report for SLA performance.
4. Monthly reports shall be delivered via e-mail to the Project Contact by the 15th of the following month.
5. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified of the standard that is not in compliance.

e. SLA Service Credits

Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service level metrics in the Contract, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

Service credits will be cumulative for each missed service requirement. FCPS, at its option for amount due as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure, all affected SLAs shall be credited to FCPS.

In no event shall the aggregate of all SLA credits paid to FCPS in any calendar month exceed 25% of any Monthly Charges.

*Example: If Monthly Charges were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the invoice would be \$4,000, and FCPS would pay a net Monthly Charge of \$96,000. If the charges for the contract were paid as an annual payment, FCPS will invoice the Contractor for the applicable amount.*

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to FCPS for the Contractor's failure to satisfy its service level obligations.

f. Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

In addition, for each 'Emergency' or 'High' priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

g. Service Level Measurements Table (System performance)

The Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time - Emergency	Average Response Time for Emergency Priority Problems.	98% <15 minutes	1%
2	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <30 minutes	1%
3	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% <4 hours	1%
4	Problem Resolution Time - Emergency	Resolution Time for each Emergency Priority Problem	98% <2 hours	1%
5	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% <4 hours	1%
6	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
7	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
8	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours*. The Contractor shall provide 14 calendar days' notice prior to any scheduled downtime.	<6 hours each month	1%
9	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	<99.5%	1%
10	Notification of Security Incident	Notification of a Security Incident within 24 hours of occurrence	<24 hours	1%
11	Security Incident Reporting	Security incident reporting requirement in 72 hours	<72 hours	1%

FCPS shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract, provided that such reallocation will not exceed the cap identified in item 42 e.

h. Problem Response Definitions and Times

The Contractor shall meet the Problem response time and resolution requirements.

The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report.	Mon-Fri, 6AM-5PM EST	The entirety, or essential portions, of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired
High	Less than 30 minutes	Within 4 hours after first report.	Mon-Fri, 6AM-5PM EST	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 6AM-5PM EST	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Low	Within 4 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 6AM-5PM EST	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects a number of users



#### **43. SERVICE ORGANIZATION CONTROL (SOC) AUDIT REPORT**

This section applies to the vendor, and any relevant subcontractor, who provides services for FCPS identified critical functions, handles Sensitive Data, and/or hosts any related, implemented system, for FCPS, under the Contract. For purposes of this section, "relevant subcontractor" includes any subcontractor that assists the vendor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the vendor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system

The vendor shall provide annually, at no cost to FCPS, evidence of compliant, and ongoing, internal control of sensitive data and processes through a standard methodology, such as, but without limitation, the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the vendor's internal controls.

If deficiencies in the vendor's internal control processes and procedures are described in the most recent version of the report, the vendor shall automatically submit the report to the Contract Manager, within a timely manner, and shall describe the corrective actions to be put into place by the vendor to remedy the deficiencies.

If the vendor fails, during the contract term to obtain an annual SOC 2 Report by the contract end date, FCPS shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the vendor and under the Contract. The vendor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. FCPS will invoice the vendor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the vendor.

This section shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the content of this section, or the substance thereof, in all subcontracts.

#### **44. 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 affected 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.

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

**1. SCOPE**

- a. The purpose of this solicitation is to establish a contract with a qualified independent firm to audit the Special Education Program and recommend changes base on current evidenced-based research.
- b. The Vendor will gather information by:
  - i. Gathering baseline data through analysis and synthesis of district documentation of current state, on-site observation, and potential interviews.
  - ii. Analyzing current special education processes to determine efficiency and effectiveness. (Attachment A)
    1. Analyzing any disproportionate representation and effective actions to eliminate disproportionately.
    2. Reviewing current behavioral practices.
- c. The Vendor will ensure stakeholders are included and engaged in the process. This includes parents, students, Special Education Citizens Advisory Committee (SECAC) members, administrators, teachers, paraprofessionals, and Central Office staff
- d. The Vendor will provide the following information as deliverables in their Technical Proposal:
  - i. Review and identify a proper organizational structure to support the Special Education Program.
    1. Provide particular review for special education specialized programs including but not limited to:
      - a. Types and purposes of specialized self-contained programs
      - b. Transportation and facilities infrastructure
      - c. Staffing Models for Self-Contained Programming
  - ii. Identify staffing services required to support the Special Education Program (PreK-Graduation)
    1. Provide research on evidenced-based models for the continuum of special education services and best practices to delivery services in a public school which includes service to differing disability populations (e.g. autism, deaf-blindness, deafness, emotional disability, hearing impairment, intellectual disability, multiple disabilities, orthopedic impairment, other health impairment, specific learning disability, speech language impairment, traumatic brain injury, and visual impairment).
  - iii. Identify any software packages that will help manage resources and staffing.
  - iv. Provide suggestions on more efficient delivery of services to students.
  - v. Provide suggestions on improving the coordination of special education activities and services.
  - vi. Identify specific strategies to increase effectiveness and ensure a high level of services.
  - vii. Provide recommended goal statements addressing all elements of the scope of work.

viii. Provide a timeframe for the project.

## **2. BACKGROUND**

FCPS is a successful school system in a diverse and growing community. Frederick County bridges rural, suburban, and urban lifestyles near both the Washington, DC and Baltimore metropolitan communities. Enrollment as of September 30, 2021 was over 45,000 students. The racial/ethnic composition of our student body is 52% White; 20% Hispanic/ Latino; 14% Black/African American; 7% Asian; 7% two or more races; and less than 1% American Indian/Alaskan Native and Pacific Islander/Native Hawaiian. We serve students with varying needs, including over 5,100 students receiving special education services (11%), about 3,300 English Learners (7%), and almost 13,300 receiving free or reduced-price meal services (29%).

Frederick County's investment in public education is an investment in our future. Our operating budget for FY2023 was \$822,836,251 with just over 44% of our funding coming from our local county government.

Frederick County is home to 69 schools, including 38 elementary schools, 13 middle schools, 10 high schools, 4 public charter schools, an alternative school, a special education school, Frederick County Virtual School and a Career and Technology Center.

## **3. CONTRACT PERIOD**

The term of the contract shall be one (1) year, with the beginning of the contract to start on the date of award. For timeline purposes, draft results should be available by Wednesday, March 15, 2023, with final results on Friday, March 31, 2023.

## **4. PRICING**

- a. All prices shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.
- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

## **5. PREPARATION OF PROPOSAL**

- a. Please provide your response to this request in accordance with the information provided herein. The successful consultant will be chosen by a multi-step procurement method that will involve review of the technical proposals and cost proposals by a selection committee of FCPS staff. An additional interview may follow.

- b. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- c. The Technical and Cost proposals will be submitted separately on-line via OpenGov Procurement (<https://secure.procurenow.com/portal/fcps>).
- d. **Technical Proposal Format:** The consultant's proposal must include all items and must be organized according to the outline described below. For rating purposes, the technical proposals will be evaluated for, but not limited to, the following distinct parts:
  - i. Company profile, to include:
    - 1. How long in business under current name.
    - 2. Résumé of business principals, including courses or related experience.
    - 3. Résumé of lead person(s) for this project, to include related experience.
    - 4. Statement of principles; ownership or investment in other corporations, partnerships, or business of any nature-state name of business, nature of business, principles involved, and nature of involvement.
  - ii. Financial Statement or proof of financial stability.
  - iii. Description of any past or pending lawsuits or legal action.
  - iv. List of all school system/industrial/governmental entities within a 100-mile radius of the city of Frederick, Maryland that the firm currently or has represented. Barring this, a listing of any school system or governmental entity the firm has represented. Please provide a brief description of the service provided.
  - v. Reference for three clients you have worked for of similar size. Please include the contact person's name email and telephone number.
  - vi. Scope of Work deliverables (Section II, Item 1d. Scope of Work)
- e. The Technical Proposal will include the following forms completed:
  - i. Signature Page
  - ii. Statutory Affidavit and Non-Collusion Certification
  - iii. Certification of Compliance
  - iv. Vendor Conflict of Interest Disclosure Form
- f. **Cost Proposal:** The Cost Proposal will include the following form(s) completed:
  - i. Identify all costs associated with developing the organizational structure. Include all phases and detail cost of each phase. Include a proposed timeline with costs associated with each time frame.
  - ii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates on the Cost Proposal.

## 6. **EVALUATION CRITERIA AND AWARD**

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. The process for determining which vendor(s) to approve may take the form of either a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the supplier's

business including capacity, financials, quality assurance, organizational structure and processes and performance.

- c. 70 points will be assigned for the technical proposal and will be assigned as follows:
  - i. Company Profile – 10 Points
  - ii. Financials – 5 Points
  - iii. Legal Issues – 5 Points
  - iv. Experience with public school systems – 10 Points
  - v. References – 10 Points
  - vi. Scope of Work deliverables – 30 points
- d. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
- e. If not approved, the supplier will not be considered further in price evaluations.
- f. If approved, cost proposals will be evaluated on a weighted basis. 30 points will be awarded, with the maximum points give for the lowest overall calculated costs.
- g. Final ranking will be made on the basis of the criteria and rubric listed above.
- h. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned or deducted.

## **7. VENDOR PERFORMANCE EVALUATION**

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



noncompliance issue is not resolved to the satisfaction of FCPS.

## **8. 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 insure 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. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

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.

## 9. SURVEYS AND PERMITS

- a. The Board shall furnish all surveys unless otherwise specified.
- b. Permits and licenses necessary for the execution of the work will be secured and paid for by the vendor.

## 10. LOCAL LICENSING OF TRADE PERSONS

All trade persons performing work under this contract as a general contractor or a subcontractor must be licensed in accordance with the requirements of the local subdivision and State. Any cost incurred as a

result of this licensing requirement shall be borne by the vendor.

#### **11. INSPECTION OF SITE**

- a. All visitors must report to and register in the main office. Each bidder should visit the site and become informed fully as to the condition under which the work is to be done. Failure to do so will not relieve a successful bidder of their obligation to supply all material and labor necessary to carry out the provisions of the contract documents at the price(s) bid.
- b. The bidder will perform field measurements, if applicable, and FCPS assumes no responsibility for errors in measurements. The bidder will be responsible for any costs associated as a result of an error in their measurements.
- c. Site visits will not be made after regular working hours, on Sundays, school holidays, or legal holidays, unless previously agreed to by the Contract Administrator.

#### **12. SHOP DRAWINGS**

The vendor will verify all field measurements and will submit shop drawings and schedules, as required, for the work of various trades. FCPS shall review these documents only for conformance with the design concept of the project and compliance with the information given in the contract documents. The vendor will make any corrections required by FCPS, file with them two corrected copies and furnish such other copies as may be needed. FCPS' review of such documents shall not relieve the vendor of the responsibility for deviations from drawings or specifications, unless they have called FCPS' attention to such deviations, in writing, at the time of submission, and secured their written approval.

#### **13. USE OF FCPS SERVICES AND FACILITIES**

- a. It is understood that, except as otherwise stated in the contract documents, the vendor will provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction and all other services and facilities of every nature necessary to execute, complete and deliver the work within the specified time.
- b. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, will be performed with the approval of and without additional expense to FCPS, unless previously agreed to.

#### **14. PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS**

- a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.
- b. It will be the vendor's responsibility to provide portable sanitation facilities on the work site and secure Health Department or local subdivision approval, when required.
- c. They will not interfere with FCPS personnel or students in the performance of this contract. FCPS reserves first right of salvage on all materials removed from FCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.
- d. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, FCPS may

remove the rubbish and/or repair property and charge such costs to the vendor.

#### **15. PROTECTION OF WORK AND PROPERTY**

- a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.
- b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs and other warnings against hazards.
- c. The vendor will comply with applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safe guard their work and FCPS property will be borne by the vendor.
- d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from FCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to FCPS for approval.

#### **16. WORK SITE SUPERVISION**

- a. The awarded vendor will provide full time onsite supervision, by a construction superintendent or foreman, who will have full authority to act on behalf of the vendor. The onsite superintendent or foreman will not be changed except with the written consent of the Contract Administrator. The superintendent will represent the vendor in their absence and all directions/instructions given to them will be as binding as if given to the vendor. FCPS shall not be responsible for the acts or omissions of the superintendent or foreman.
- b. The vendor will immediately report to the Contract Administrator any error, inconsistency or omission which they discover. The vendor will not be liable to FCPS for damages resulting from any errors or deficiencies in the contract documents or other instructions given by FCPS.

#### **17. INSPECTIONS AND CORRECTION OF WORK**

- a. All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of FCPS, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they will be forthwith reconstructed, made good, replaced and/or covered, as the case may be, by the vendor at their own expense. Rejected material will be removed immediately from the site. If, in the opinion of FCPS, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work, the compensation to be paid to the vendor shall be reduced by such amount as in the judgment of FCPS shall be equitable.
- b. If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the vendor will give FCPS timely notice of its readiness for observations. If the inspection is by another authority, the vendor will notify FCPS of the date fixed for such inspection and shall use the required Certificate of Inspection.
- c. FCPS may order re-examination of questioned work and, if so ordered, the vendor must uncover the work at their expense. If such work is found not to be in accordance with the contract documents, the vendor will pay all costs to correct the work, to the satisfaction of FCPS. If another vendor employed by FCPS caused the defect in the work, FCPS shall pay such cost and recover the charges

from the other vendor.

## **18. CHANGES IN WORK**

- a. No changes in the work covered by the approved contract documents will be made without having prior written approval of FCPS. The contract sum may be adjusted according to the approved changes. Consent of the Surety may be required.
- b. Charges or credits for the work covered by the approved change will be determined by one or more of the following methods:
  - i. Unit bid prices
  - ii. Lump sum
  - iii. Time and materials

In the event the vendor is directed to proceed with extra work, on a time and material basis, an itemized proposal shall be submitted including material and rental invoices and/or any other backup as requested by FCPS.

- c. A fixed fee may be negotiated, and must be agreed upon and added to the costs listed above. The fee will be compensation to cover the cost of supervision, overhead, surety, profit, and any other general expenses.

## SIGNATURE ACKNOWLEDGING PROPOSAL

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

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: \_\_\_\_\_

dba: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): \_\_\_\_\_

SIGNATURE OF ABOVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): \_\_\_\_\_

E-MAIL ADDRESS (for receiving Purchase Orders): \_\_\_\_\_

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)**

---

### **ACKNOWLEDGMENT OF ADDENDA (if applicable)**

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____
Addendum #7	_____	Addendum #8	_____

**FREDERICK COUNTY PUBLIC SCHOOLS**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

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

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm of  
the organization named \_\_\_\_\_ whose address is  
(Name of Corporation)

\_\_\_\_\_ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body,



the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(dba)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

If required to be notarized:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **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 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
<b>Conflict of Interest Disclosure</b>	
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 PUBLIC SCHOOL SYSTEM**

**191 S East Street Frederick, Maryland 21701**

**SPECIAL EDUCATION STAFFING PLAN SFY 2023**

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## **ASSURANCE**

The Frederick County Public School (FCPS) system Special Education Staffing Plan is consistent with procedures outlined by the Maryland State Department of Education (MSDE) for the purpose of ensuring a Free Appropriate Public Education (FAPE) for all students with disabilities. The following Required Elements of a Staffing Plan are included:

- Evidence of public input.
- Evidence of maintenance of effort within the meaning of 34 CFR.
- §300.231 Maintenance of Effort, and COMAR 13A.02.05, Maintenance of Effort
- Staffing patterns of service providers of early intervention, special education and related services, including paraprofessionals.
- The number and type of service providers needed to ensure FAPE to each student with a disability in the least restrictive environment (LRE) or natural environment.
- The ways in which the public agency will use the staffing plan to monitor the assignment of personnel to ensure personnel and other resources are available to provide FAPE for each student with a disability in the LRE.
- The number of current vacancies by positions reported within the jurisdiction and how FAPE is provided when vacancies occur.

Number of Schools	Number of Students	Number of Students with Disabilities
70	45,800	5268

## **EVIDENCE OF PUBLIC INPUT**

The FCPS budget represents a sincere effort to reflect the desires of the community. In prioritizing funding allocations, the Board of Education (BOE) considers feedback received at public budget forums in December and February and via written or e-mail communication.

The public had an opportunity to express their views on the BOE operating budget to the BOE in December, 2021, as well as an additional opportunity to express their opinions to the County Council during a public hearing in February, 2022.

Public input for the Special Education Staffing Plan was also sought through the use of the following:

- Publication of the Staffing Plan on the FCPS Special Education website for the 2021-2022 year
- Review with the Special Education Citizens Advisory Committee (SECAC), September 2022.

## **EVIDENCE OF MAINTENANCE OF EFFORT**

Under the oversight of the Superintendent, Dr. Cheryl L. Dyson, the Deputy Superintendent, Dr. Michael Markoe, and the Accounting Services Office ensure that Part B Special Education funds are used to supplement and increase special education services to students with disabilities and are not used to displace State or local funds. These two offices also ensure that local and State funds expended for the current year are at least equal to or greater than those of the most recent year for which expenditure reports are available. Maintenance of Effort is documented in the expenditure summary. When developing the operating budget, the BOE and FCPS staff carefully consider the following:

- Recruitment and retention of highly qualified employees
- Strategies to improve academic achievement for all students

- Increased enrollment impact
- Technology needs
- Efficient use of resources
- Areas of need as identified through the FCPS Strategic Plan
- LRE, considerations of improving the special education continuum, and expansion of existing programs that have proven to be successful

## **STAFFING PATTERNS OF SERVICE PROVIDERS**

### **Special Education in System Wide Plans**

Using the FCPS Strategic Plan and the Department of Special Education vision as the framework, FCPS develops an action plan with goals and objectives as the working document to ensure that the department reaches its annual goals.

The department vision states:

**“Through ongoing collaboration with our local and state stakeholders, including parents, staff and students, the Office of Special Education serves FCPS by supporting systematic instructional programming focusing on eliminating the achievement gap, developing social competencies, nurturing independence, and preparing students with disabilities to become contributing members of a global society.”**

In an effort to implement ongoing progress monitoring, FCPS uses the Monitoring for Continuous Improvement and Results (MCIR) guide to conduct annual audits in which individual student files are randomly selected and reviewed for specific compliance requirements. School-based staff is directed to use an Internal Monitoring and Evaluation Feedback (M&E) form to self-monitor the implementation of the IEP process for all identified students.

### **Staffing Guidelines**

Staffing allocations are determined to ensure that FCPS is able to provide FAPE to students with disabilities in the least restrictive environment (LRE). FCPS continually strives to include general education in the collaborative provision of instruction to students. As of September 8, 2022, FCPS supported 5268 students with disabilities. This count is used to determine federal funding; however, the count changes daily due to factors such as student mobility, students initially determined eligible for services and students who are exited from services for a variety of reasons. Additionally, the Frederick County Infants and Toddlers Program provides services for 752 children between the ages of birth through three who receive special education services through an Individualized Family Service Plan.

It is important to note that FCPS must be sensitive to existing caseloads and work expectations in order to maintain the high quality of service that is provided to our students. Teachers and related service providers work to balance instruction and compliance responsibilities. A substantial amount of time is required for staff to develop meaningful, comprehensive and compliant Individualized Education Programs (IEPs).



In accordance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004), Section 300.130 through 300.144 and FCPS Regulation 400- 69, FCPS special education teachers and related service providers support parentally placed students in private school locations who have been determined eligible for services through an Individualized Service Plan (ISP). Just as they do for FCPS enrolled students with IEPs, school based special education staff and related service providers provide services and supports for students with ISPs. FCPS uses a caseload-based model to determine staffing allocations each fiscal year. Other factors considered in these allocations include the number of students at each location with more severe disabilities.

### **Caseload-Based Staffing Model for Special Education Teaching Staff Special Education Services K-12**

Currently, 294.0 have been allocated to special education teachers in the general education setting and 80.0 have been allocated to special education teachers in the specialized programs in order to ensure FAPE for all students during the 2022-2023 school year. Projected staffing allocations for special education services K-12 for SY 2023-2024.

<b>Program</b>	<b>Staffing</b>	<b>Anticipated Caseload</b>
Elementary Schools	1 teacher	15*
Middle Schools	1 teacher	20*
High Schools	1 teacher	20*

\*On average, caseload of each teacher

Based on individualized student needs, staffing allocations are determined to provide FAPE in the least restrictive environment. A wide array of programs is provided along this LRE continuum, which are specifically designed to meet the needs of all student populations.

### **Specialized Program Staffing**

#### **Projected staffing allocations for specialized program staff for SY 2022-2023**

<b>Program</b>	<b>Staffing (as indicated per class or program) SEIA= special education instructional assistant</b>	<b>Recommended/Projected Number of Students</b>
Infants and Toddlers Program	5.0 FTEs; 1 program assistant	125 Average caseload is 25 students per provider
Child Find	1.0 SLP Child Find 11 month 2.0 SLP Child Find 12 month 1.0 SLP-PPPS Grant funds 3.0 Special Educator Teacher Specialist 12 month 1.0 Child Find Psychologist 1.0 Early Childhood Special Education Coordinator	

Non-Public Schools	1.0 Non-Public Coordinator 1.0 Special Education Teacher Specialist 0.3 School psychologist	99
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Program	Staffing (as indicated per class or program) SEIA= special education instructional assistant	Recommended/Projected Number of Students
Pre-kindergarten-CF all staff student ratios for all programs Inclusive 3-5-Year-Old <u>35 classes</u>	1 Coordinator  1 dually certified teacher, 3.0 SEIAs (AM session for 3-year-old students)  1 dually certified teacher, 2.0 SEIAs (PM session supporting 4/5-year-old students)	Student ratios for 3's and 4's: 7 students without an identified disability selected via the peer lottery & 7 students with an identified disability warranting classroom services as placed via Child Find  *ideal ratios are 7/7 with the note that classrooms may become highly enrolled
<u>Expressions I, II, III, &amp; IV:</u> 12 primary/elementary classes 3 middle school classes 3 high school classes	3 Coordinators for Elementary 1 Coordinator for Middle Coordinator for High 1 teacher, 3 SEIAs 1 Board Certified Behavior Analysts (BCBAs) per 20 students in the program	Elementary: 9-11 Middle: 9-11 High: 9-11
<u>Pyramid:</u> 9 elementary classes 6 middle school classes 9 high school classes	2 Coordinators for Elementary 2 Coordinators for Middle 3 Coordinators for High teacher, 2 SEIAs therapists per program location 3 therapists in 1 Elementary program  1 Board Certified Behavior Analysts (BCBAs) per 20 students in the program 1 Behavior Support Specialist per program 1 SEIAs in Support room at Elementary Level	Elementary: 9-11 Middle: 10-12 High: 10-12
<u>Learning for Life:</u> 4 elementary classes 6 middle school classes 13 high school classes	1 Coordinator Elementary: 1 teacher, 2 SEIAs Middle: 1 teacher, 3 SEIAs High: 1 teacher, 3 SEIAs	Elementary: 9-12 Middle: 10-12 High: 12-15

<u>Heather Ridge School</u>	3 teachers, 1 teacher specialist, 3 therapists itinerant SLP as needed (currently 12 students) 3 SEIAs .5 School Psychologist 1 Administrator	18 HS 4 MS 22 w/IEPs
<u>Rock Creek School</u>	13.0 teachers 2.0 SLPs 1.0 school social worker 41 SEIAs .33 School Psychologist 2 Administrators 2 Board Certified Behavior Analysts (BCBAs)	80

<b>Program</b>	<b>Staffing (as indicated per class or program) SEIA= special education instructional assistant</b>	<b>Recommended/Projected Number of Students</b>
<u>SUCCESS Program</u>	1 Coordinator, 4 teachers 0.5 SLP 21 SEIAs	55
<u>Career &amp; Technology Center</u>	1 teacher, 5 SEIAs	116 students with IEPs
<u>Blended Virtual Program</u>	2 Elementary special educators 4 Middle School Teachers 5 High School Teachers 2 instructional assistants per level and 2 program assistant across levels	155 students with IEPs

### **Special Education Instructional Assistants**

FCPS employs approximately 699.1 benefited Special Education Instructional Assistants (SEIAs) to support the needs of students with disabilities; including those with IEPs or 504 Plans. SEIAs support the needs of school-based programs in their entirety and often implement a variety of interventions for both general and special education students.

### **Child Find**

Child Find staffing consists of:

- 3.0 Special Education Teacher Specialists

- 3.0 Child Find Speech-Language Pathologists (2.0- 12 Month FTEs, and 1.0- 11 Month FTE)
- 1.0 School Psychologist
- 1.0 contractor SLP providing services to Parentally Placed Private School Students

	SY 13-14	SY 14-15	SY 15-16	SY 16-17	SY 17-18	SY 18-19	SY 19-20	SY 20-21	SY 21-22
# of Referrals	524	467	489	514	672	659	633	561	648
# of Meetings Scheduled	762	753	800	780	900	1182	1264	1154	1420
# Meetings Held	595	641	656	665	775	987	1009	786	1247

### **Non-Public Placements**

For students requiring more comprehensive services and supports that are unable to be provided by FCPS' current continuum of services, non-public placements may be considered. FCPS supports 99 students in non-public placements. Funding is provided for FCPS students who require support offered through Maryland School for the Blind (MSB), Maryland School for the Deaf (MSD), as well as other locations such as the Regional Institute for Children and Adolescents-Baltimore (RICA). FCPS has a partnership with Sheppard Pratt Health System to implement a Type II nonpublic for elementary students. The RISE program is located at Hillcrest Elementary School. Sheppard Pratt provides the staff for this program.

### **School Psychologists**

There is strong research linking mental illness, trauma and behavioral difficulties with poor academic achievement and negative school behavior. School psychologists work diligently to respond to and support ongoing challenges and complexities attributed to increased mental health needs, trauma, behavioral, academic and crisis intervention needs of students. They work with both general education and special education students.

### **Related Service Providers**

Students in FCPS have specific needs requiring a variety of services ranging from consultative to those provided in self-contained settings outside of the student's community school. Special education coordinators, teacher specialists, psychologists, speech-language pathologists, and itinerant service providers work closely with school IEP teams to assist them in developing programs in community schools to meet the needs of students. Schools are provided adequate staff to ensure that all students are able to access the general education curriculum and receive services in the least restrictive environment (LRE) to the maximum extent appropriate.

### **The Augmentative Communication and Technology (ACT) Team**

The ACT Team supports students in the areas of communication, written language, computer access,

reading, math, activities of daily living, mobility, environmental control, vision, hearing, and optimum positioning. Special education teachers and speech language pathologists are assigned to this team. This team supports instructional technologies and augmentative communication devices utilized by students to develop communicative competence and technology skills required for our 21st Century learners. The team works comprehensively to meet the assistive technology needs of the FCPS students.

### **Behavioral Specialists**

Behavioral Specialists support the mental health needs of the students in our school system. Behavioral Specialists work with both general education and special education staff in the implementation of behavioral intervention plans for students with significant behaviors impacting their ability to access their instructional programs. In addition, they provide crisis intervention for students. Behavioral specialists will assist with planning for instruction and ongoing progress monitoring for students. Opportunities to provide collaborative, systemic professional development will continue to be implemented on an ongoing basis.

### **Interpreting Services (sign language)**

Interpreting Services are offered to any FCPS student who requires this service to access his/her educational day as well as participate in extracurricular activities. Additionally, this service is available to faculty, staff, students' family members or community stakeholders, also known as consumers, who attend a school-related event and require this service to fully participate in and enjoy the benefits of that event. There are 37 FTEs for Educational Interpreters and 1.0 FTE for Coordinator of Interpreting Services, 5 FTEs for interpreters are vacant at this time. These vacancies are filled currently with contracted services and the existing Educational Interpreters are supporting the vacancies whenever possible. Compensatory services are being documented through the IEP process.

### **Teachers of the Visually Impaired and Teachers of the Deaf and Hard of Hearing**

Teachers of the Visually Impaired and Teachers of the Deaf and Hard of Hearing provide specialized instruction to eligible students aged 3-21 years who require services as a result of blindness, visual impairment(s), deafness, or hard of hearing. Direct or consultative services from these highly skilled staff may be provided to students in addition to ongoing consultation with general education teachers and special education case managers. Certified Orientation and Mobility Specialists (COMS) provide direct service for visually impaired students. COMS provide instruction to individuals who are blind or visually impaired in safe and effective travel through their environment.

There are 5.0 FTEs allocated to support students who are blind or have vision impairments and 1.0 FTE to support these students in their orientation and mobility skills. There is a 1.0 Braille Transcription Specialist allocated to support Braille transcription in the school system. There is currently 1.0 vacancy for teachers of the visually impaired. This vacancy is filled with 1 contracted employees from the Maryland School for the Blind (MSB) to ensure FAPE is provided for students who are blind or visually impaired.

There are 4.0 FTEs to support students who are deaf or hard of hearing. There is a 1.0 vacancy for

teachers of the deaf and hard of hearing.

### **Occupational (OT) and Physical Therapy (PT) services**

Occupational Therapy (OT) and Physical Therapy (PT) services are provided to Frederick County Public Schools (FCPS) students via in kind services through Frederick County Government, specifically the Frederick County Developmental Center (FCDC). For the 2022-23 fiscal year, 17.69 FTEs and 6.46 FTEs are allocated to provide OT and PT services for FCPS, respectively. Factors such as increased student population, increased assessments, and workload requirements, along with compliance indicators, are considered when staffing adjustments are recommended to the Frederick County Executive. The FCPS works collaboratively with FCDC for staffing considerations to meet the needs of the school systems' students with disabilities.

### **School Therapists**

The School Therapists support the mental health needs of the students in our school system. School Therapists support students with significant emotional and behavioral needs in the seven FCPS Pyramid Programs (K-12), Heather Ridge, and Rock Creek School. Licensed clinical social workers and licensed clinical professional counselors serve as school therapists and provide direct counseling services, push in services to the classroom to students as outlined in their IEPs. School therapists collaborate with families and private professionals to better serve the mental health needs of students.

### **Speech Language Pathologists**

Speech Language Pathologists (SLPs) support students with speech and language impairments in all FCPS schools. There are 79.5 FTEs allocated to support these services during the 10-month school year, although 1.0 FTE from the 79.5 is allocated for SLP Teacher Specialist, 4.0 SLPs from the 79.5 are itinerant positions that provide support for Child Find meetings and assessments, bilingual assessments, services to some students in Head Start programs, and other school-based services and support as needed and 2.0 FTEs are allocated for SLPs who are exclusively within the ACT Team. In total, there are 72 remaining FTE SLPs who provide speech/language services to identified students in all 70 FCPS schools in FCPS. Information regarding speech language caseloads is collected yearly and reviewed monthly and quarterly to make decisions regarding staffing allocations for speech language pathologists. Various factors are taken into consideration when allocating staff. These include caseload numbers, student services hours, overall workload, specialized program needs, and additional indirect responsibilities.

#### **Speech Student Count Trend Data**

<b>School Year</b>	<b>Total Speech Students</b>
<b>School Yr 2014</b>	<b>2372</b>
<b>School Yr 2015</b>	<b>2406</b>
<b>School Yr 2016</b>	<b>2446</b>
<b>School Yr 2017</b>	<b>2675</b>

School Yr 2018	2706
School Yr 2019	2873
School Yr 2020	2825
School Yr 2021	2941
School Yr 2022- Current	3007 (as of 9/15/22)

There are currently 9.0 FTEs that are filled by contractor SLPs and 1.0 FTEs that are currently vacant. Currently there are schools with increases in identified students for speech/language services that exceed the expected caseload numbers (and subsequently FTE) for the SLPs at these affected schools. Speech/Language services for these situations are being partially provided by FCPS itinerant SLPs in order to provide FAPE for students in schools. Ongoing hiring for direct hires and procurement of contract SLPs continues to attempt to meet SLP staffing needs.

**Projected staffing allocations for related service providers for SY 2022-2023**

Related Service Provider	Staffing
Augmentative Communication and Technology (ACT) Team	5.0 Team Leaders 2.0 technology user support specialists 2 technology SEIAs
Hearing Interpreting Services (Sign Language)	4.0 FTEs 1.0 FTE- Coordinator of Interpreting Services 37 FTE- Educational Interpreters
Occupational Therapy and Physical Therapy	Contracted services provided through Frederick County Health Department
School Therapists/Social Workers	19.0 FTEs
Speech/Language Therapy	79.5 FTEs
Travel Training (Orientation and Mobility)	1.0 FTEs
Vision	5.0 FTEs (inclusive of O&M specialist services) and 1.0 Braille Transcriber
Adapted Physical Education	2 Adapted PE Teacher Specialists 3 Adapted PE Itinerant Teachers

**Use of staffing plan to monitor the assignment of personnel/resources to provide FAPE:**

Departments engage in ongoing monitoring of student data for numbers of identified students, services provided, etc., and changes to staffing are determined based on that updated data. The Department of Special Education has reviewed staffing ratios and instructional delivery models, in accordance with Board directives, to determine how best to serve increased numbers of students in the LRE. Staffing

needs for the 2022-2023 School Year were addressed in the budget request submitted by the Department of Special Education.

The FCPS uses general and special educators, related service personnel, paraprofessionals, contractual service providers, building administrators, and central office staff members to provide special education and related services to students with disabilities. The roles and responsibilities for the provision of FAPE with respect to school-based staff members are described below:

### **School Administrators**

Responsible for providing general supervision of special education in the school, chairing IEP team meetings, and overseeing the instructional program for all students in the building. The administrator assumes responsibility for staff assignments and responsibilities and is involved in pre-referral meetings. In their role as the IEP team chairperson, principals have the authority to allocate school system resources.

### **Special Educators**

Provide specially designed instruction and case management to students with disabilities. Special educators also participate in IEP meetings, conduct educational assessments, provide input for the development of IEPs, and ensure that regulatory requirements are met for their students. Special educators provide direct specially designed instruction, instructional accommodations, and testing accommodations. Special educators are the conduit of communication to meaningfully engage parents/guardians of students with disabilities in the teaching and learning of their children with disabilities and in the IEP process.

### **General Educators**

Participate in a multi-tiered system of supporting collaborative decision-making and pre-referral meetings. General educators provide direct instruction; implement universal design for learning strategies, differentiated instruction, instructional accommodations, and testing accommodations. They attend IEP meetings, as appropriate, and team with special educators to provide co-taught instructional services.

### **Vacancies by Position**

<b>Staff</b>	<b>Vacancies</b>	<b>Provision of FAPE</b>
<b>School Psychologist</b>	1.0	3.0 Contracted School psychologist
<b>Interpreters</b>	5.0 FTE	Agency contracted service interpreters are supporting the remaining vacancies.



<b>Teacher of the Deaf and Hard of Hearing (TD/HH)</b>	1.0 FTE	Current staff are dividing the caseload. Working with contract agency to fill position.
<b>Teacher of the Visually Impaired (TVI)</b>	1.0 FTE	1.0 contract TVI from MSB, 1.0 contract O&M specialist from MSB, current staff are diving caseload.

<b>Speech Language Pathologist</b>	1.0 FTE Community Based SLP	BHES-filled by contractor NFES- filled by contractor YSES- filled by contractor GTJHS- filled by contractor CCMPCS- filled by contractor Child Find- filled by contractor 2.0 Blended Virtual- filled by contractor Private School/ISP- filled by contractor
<b>Special Education Teachers</b>	20 FTE (as of 9.8.22)	All positions being supported by long term substitutes as well as case management support through central office staff.  3.0 Contractors

### 504 Plans

504 Plans provide for instructional/access accommodations for students in the general education environment based on substantial limitations in major life activities indicated by their disability. Based on Section 504 of the Rehabilitation Act of 1973, no individual with a disability shall be excluded from the participation in, be denied the benefits of, or be subjected to discrimination within his or her educational program. Implementation of this civil rights law is unfunded by the federal government and wholly funded by the FCPS. Office of Special Education. Support of student 504 plans may include consultation and collaboration, ongoing progress monitoring and provision of specialized equipment and/or materials of instruction for students to provide access to their instructional program. FCPS has 2464 students with 504 plans (Elementary - 477, Middle - 706, High - 1281).

## **EVALUATION OF STAFFING PLAN**

The 2022-2023 Special Education Staffing Plan was shared with the Special Education Citizens' Advisory Committee (SECAC) in September 2022. Members of the SECAC include school-based staff, parents and representatives from community agencies. The SECAC reviews the Staffing Plan annually. The plan is posted on the FCPS website and is monitored on an ongoing basis by the Supervisors of Special Education, with a request for feedback and input to be considered.

Special education staffing is evaluated at multiple levels within the school system to ensure that systemic needs are identified and addressed. The Department of Special Education is supervised by the Deputy Superintendent who meets regularly with special education staff and instructional directors. In addition, weekly meetings are held for the purpose of collaboration among divisions, including elementary, secondary, and curriculum and technology. Each forum provides an opportunity to identify needs and assign appropriate resources.

The ultimate goal of the Department of Special Education is to provide supports, resources and specialized instruction to educate students with disabilities in their least restrictive environment. Ongoing and effective collaboration between general and special education teachers, consistent analysis of available resources, and allocation of supports are critical to achieving this goal.