



QUEEN ANNE'S COUNTY PUBLIC SCHOOLS
202 Chesterfield Avenue
Centreville, Maryland 21617

RFP ANNOUNCEMENT

RFP TITLE: ***Website Redesign & Branding Proposal***

RFP NUMBER: 2022-01

RFP DUE DATE AND TIME: August 3, 2021, 11:00 am local time

PLACE OF RFP OPENING /
RFP MAILING ADDRESS: Purchasing Office
Queen Anne's County Public Schools
202 Chesterfield Avenue
Centreville, Maryland 21617

FINANCE CLERK: Jacy Earls
jacy.earls@qacps.org
410-758-2403 x113

QUESTIONS DUE DATE AND TIME: Questions must be emailed to jacy.earls@qacps.org no later than 2:00 pm local time on July 27, 2021.

PRE-PROPOSAL CONFERENCE: None

ADDENDUM ISSUED:
TIMELY DELIVERY OF RFP
DOCUMENTS: Proposals must be received in the Purchasing Office before the opening. Offerors are reminded that not all special delivery carriers guarantee delivery to 202 Chesterfield Avenue, Centreville, MD 21617 prior to 11:00 am local time.

Proposals shall be submitted in a sealed envelope bearing on the outside the name and address of the Offeror, the title and number of the RFP, and the RFP opening date.

INCLEMENT WEATHER If Queen Anne's County Public Schools Administrative Office is closed on the day the proposal is DUE, that proposal will be due at the same time the next day the Administrative Office is open.

Offerors may obtain the RFP Documents by downloading the information at our website: <https://www.qacps.org/Page/155>. Offerors shall continue to check the QACPS website for possible addenda to the RFP prior to the Proposals due date.

LATE PROPOSALS WILL BE REJECTED AND RETURNED UNOPENED

Anti-Discrimination Statement

In accordance with federal laws, the laws of the State of Maryland and the policies of the School Board of Queen Anne's County, Queen Anne's County Public Schools does not discriminate on the basis of actual or perceived race, color, age, gender, religion, disability, genetics, national origin, marital status, socioeconomic status, physical characteristics, or sexual orientation in the provision of employment, educational programs, and services. Queen Anne's County Public Schools operates equal opportunity and affirmative action programs for students and staff. Queen Anne's County Public Schools is an equal opportunity/affirmative action employer. Inquiries or complaints regarding discrimination or Title IX issues such as gender equity and sexual harassment should be directed to the Director of Human Resources for Queen Anne's County Public Schools at 410-758-2403 ext. 176. Inquiries regarding ADA and Section 504 should be directed to the Supervisor of Student Support for Queen Anne's County Public Schools at 410-758-2403 ext. 155. Inquiries regarding Title II should be directed to the Assistant Superintendent at 410-758-2403 ext. 121. Inquiries may also be addressed in writing to the appropriate office at Queen Anne's County Public Schools, 202 Chesterfield Ave, Centreville, Maryland 21617.

For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481.

External Agencies

U.S. Equal Employment Opportunity Commission (EEOC)
1-800-669-4000
1-800-669-6820 (TTY for Deaf/Hard of Hearing callers only)
1-844-234-5122 (ASL Video Phone for Deaf/Hard of Hearing callers only)

Maryland Commission on Civil Rights (MCCR)
410.767.8600 (Español-marque el 2)
1.800.637.6247
Maryland Relay 7-1-1

U.S. Department of Education (OCR)
Office for Civil Rights
400 Maryland Avenue, SW, Washington, DC 20202
(202) 401-2000
1-800-872-5327
Fax: 202-453-6012; TDD: 800-877-8339

QUEEN ANNE'S COUNTY PUBLIC SCHOOLS
202 Chesterfield Avenue
Centreville, Maryland 21617
Purchasing Department

RFP
REQUEST FOR PROPOSAL
FOR WEBSITE REDESIGN & BRANDING

QACPS RFP #2022-01

Proposals Due: August 3rd by 11:00 am local time.
Proposals received after this time will be returned unopened.

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Board of Education of Queen Anne's County, Maryland

**Purchasing Department
202 Chesterfield Avenue
Centreville, Maryland 21617**

**GENERAL TERMS AND CONDITIONS
Request for Proposal**

Instruction to Bidders and Offerors

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the bid/proposal solicitation.

1.0 A REQUEST FOR PROPOSAL SUBMISSION

- 1.1 The Board of Education of Queen Anne's County hereinafter referred to as Queen Anne's County Public Schools or QACPS, invites all interested and qualified offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) requested.
- 1.2 In accordance with State law and QACPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any proposal having a potential award value of \$25,000 or more.
- 1.3 Unless otherwise indicated, QACPS shall receive sealed proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be delivered to QACPS, Purchasing Department, 202 Chesterfield Avenue Centreville, Maryland 21617. Proposals must be delivered in sealed envelopes and clearly marked on the outside: Name of Offeror, Due Date and Time, Solicitation/Proposal Number and Solicitation Title. **Late proposals will be rejected and returned unopened.**
- 1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror's failure to become fully informed is at the Offeror's sole and complete risk of loss. The Offeror shall have no right to any damages, cost and/or any other remedy at law or equity against QACPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from QACPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern or the entire proposal may be declared non-responsive.

2.0 PROPOSAL PREPARATION, PROPOSAL SHEET, AND PROPOSAL OPENING

- 2.1 Offeror must submit the requested documentation with original signatures using QACPS proposal forms. The Offeror should make and retain one (1) copy of the Proposal for their files and submit one (1) original and six (6) copies, preferably in electronic media for committee review. Proposals must be signed and submitted by an authorized representative of the Offeror.
- 2.2 Signed proposals shall be returned in a sealed envelope. When the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof. QACPS shall not accept any facsimile transmission or electronic submission to QACPS purchasing agents, representatives or employees as meeting the requirement of the sealed proposal. A facsimile or electronic document shall not be considered a valid response to the solicitation.
- 2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.
- 2.4 All offerors shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of QACPS as part of the solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status and any others that may be required.

2.5 Proposal Due Date

- 2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Queen Anne's County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, 202 Chesterfield Avenue, Centreville, Maryland 21617.
 - 2.5.2 The Board of Education of Queen Anne's County must approve contract awards of \$25,000 or more. Formal contract award is contingent upon the required Board approval.
 - 2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.
 - 2.5.4 QACPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the CFO, QACPS or designee if, in its judgment the interests of QACPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.
 - 2.5.5 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of QACPS IN WRITING within five (5) working days prior to the proposal due date.
 - 2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the CFO.
- 2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

3.0 AWARD OR REJECTION OF PROPOSALS

- 3.1 This document is a Request for Proposal (RFP) which differs from an Invitation for Bid in that QACPS is seeking a proven solution for the requirements described in the RFP document. As such, price is not the determining factor regarding the contract award.
- 3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.
- 3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.
- 3.4 All proposal documents will become the property of QACPS. Proposals must be submitted in accordance with the requirements set forth in this RFP.
- 3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of CFO or upon recommendation to the Board of Education.
- 3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.
- 3.7 The Board reserves the right to award to contract within 120 days from the due date and all pricing must remain firm during that period and until the time of award.

4.0 REMEDIES AND TERMINATION

- 4.1 **Correction of Errors, Defects, and Omissions** – The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to QACPS. The acceptance of the work set forth herein by QACPS shall not relieve the Consultant of the responsibility.
- 4.2 **Set-Off** – QACPS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by QACPS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Consultant for damages and QACPS may affirmatively collect damages from the Consultant.
- 4.3 **Termination for Default**
- 4.3.1 If the Consultant fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, QACPS may terminate the Contract by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination.
- 4.3.2 All finished or unfinished supplies and services provided by the Consultant, shall at QACPS' option, become QACPS property. QACPS shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Consultant's breach.
- 4.3.3 If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and QACPS can affirmatively collect damages.
- 4.4 **Termination for Convenience** – QACPS may terminate all or part of the work required under this contract for the convenience of QACPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. QACPS shall pay such costs as determined by the Contract Administrator to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
- 4.5 **Obligations of Consultant upon Termination** – Upon Notice of Termination as provided in Sections 4.3 and 4.4, the Consultant shall:
- 4.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
- 4.5.2 Take such action as may be necessary to protect the property of QACPS, place no further orders or subcontract, assign to QACPS in the manner and to the extent directed by QACPS all of the right, title and if ordered by QACPS possession and interest of Consultant under the orders or subcontracts terminated.
- 4.5.3 Deliver to QACPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to QACPS. Title to such items shall be transferred to QACPS.
- 4.6 **Remedies Not Exclusive** – The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

5.0 MULTI-AGENCY PROCUREMENT

QACPS reserves the right to extend the terms and conditions of this contract to any and all other government 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 the Contractors' approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

Cooperative Rider Clause:

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Baltimore Metropolitan Council ("BMC") and the Metropolitan Washington Council of Governments ("MWCOG") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The lead agency has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

a. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

b. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

The supplier/contractor and participating entity agree:

a. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

b. To provide to BMC and/or MWCOC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;

c. Contract obligations rest solely with the participating entities only;

d. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links: <https://www.baltometro.org/purchasing/about/current-bidding-opportunities>.

6.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

6.1 Performance Work Statement

6.2 Specifications/Terms of the Request for Proposal

6.3 General Terms and Conditions for Request for Proposal

7.0 CONTRACT

The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and QACPS.

8.0 WAIVER OF RIGHT

The Consultant agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any procurement contract, of any tier, resulting from the services to be provided under this agreement.

9.0 INITIATION OF WORK

The Offeror shall not commence performance of the services until it receives a formal written notice from QACPS in the form of a Contract, Purchase Order, or Notice to Proceed from the CFO or designated Purchasing Agent.

10.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.
- 10.2 Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.
- 10.3 Any ADR hearing or arbitration will take place in the State of Maryland.

11.0 FREEDOM OF INFORMATION ACT

- 11.1 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by QACPS. Blanket requests for the entire proposal to be held confidential will not be considered.
- 11.2 QACPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

12.0 ADDENDA

- 12.1 All changes to the Proposal Specifications will be made through appropriate Addenda issued from the Purchasing Department.
- 12.2 Addenda notices will be posted on the Purchasing Department web site at <https://www.qacps.org/Page/155>, as well as eMaryland Marketplace Advantage.
- 12.3 No Addenda will be issued later than five (5) days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which postpones the date for receipt of proposals.
- 12.4 Each Offeror shall ascertain prior to submitting a Proposal that they have received all Addenda issued and the Offeror shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Proposal response. Failure to return the Addenda Form may be reason for rejection of the Proposal.

13.0 COMPLIANCE WITH LAW

- 13.1 The Consultant hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 13.2 The Consultant hereby represents and warrants it is not in arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 13.3 The Consultant shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 13.4 The Awarded Consultant must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 13.5 The Contractor at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 13.6 It is the Consultant's responsibility to notify QACPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.
- 13.7 That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

14.0 RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 14.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 14.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

15.0 INSURANCE

- 15.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 15.2 The Consultant shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 15.3 QACPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of, or during the course of the contracted work relating to this agreement.
- 15.4 The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and in accordance with the requirements contained in the attached insurance requirements.

16.0 STAFF

The Consultant shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Consultant's employ, or similar reasons, the Consultant shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the CFO.

17.0 DRUG, TOBACCO, AND ALCOHOL

All QACPS properties are "drug, tobacco, and alcohol free zones" as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on QACPS property. Use or possession of such items on QACPS property will result in immediate termination of the Contract.

18.0 PROTEST AND APPEAL PROCESS

Any Offeror objecting to the recommendation for award or the award of contract may appeal the action to the CFO by formal notification in writing within ten (10) business days of award. A formal written response to the appeal shall be issued within thirty (30) days following receipt of the formal protest. The decision of the CFO may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the CFO. The decision of the Superintendent is final and conclusive.

19.0 NONDISCRIMINATION

- 19.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 19.2 The Queen Anne's County Public School System (QACPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, or disability in matters affecting employment or in providing access to programs to employees. Inquiries related to the

non-discrimination policy of the Board of Education of Queen Anne's County should be directed to the Supervisor of Student Services, 410-758-2403.

19.3 The Awarded Offeror shall furnish, if requested by QACPS, a compliance report concerning their employment practices and policies in order for QACPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

19.4 In the event the Awarded Offeror is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.

20.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR QACPS

20.1 No employee of the QACPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the QACPS or any unit thereof.

20.2 No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.

21.0 FINANCIAL DISCLOSURE

The Awarded Offeror shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

22.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Offeror shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

23.0 RETENTION OF RECORDS

The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by QACPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of QACPS or designee, at all reasonable times.

24.0 LANGUAGE/GENDER

24.1 Proposer, offeror, vendor, consultant, firm and contractor all have the same meaning and may be used interchangeably.

24.2 The Board of Education of Queen Anne's County is also referred to as QACPS, Queen Anne's County Public Schools, and Board of Education which may be used interchangeably.

24.3 Proposal and offer all have the same meaning and can be used interchangeably.

25.0 DISSEMINATION OF INFORMATION

During the term of this agreement, the Consultant shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of QACPS.

26.0 CONSULTANT'S OBLIGATION

26.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by QACPS, and as described herein. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.

- 26.2 The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.
- 26.3 Notwithstanding any review, approval, acceptance, or payment for the services by QACPS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.
- 26.4 QACPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to QACPS in accordance with applicable law for all damages to QACPS caused by the Consultant's negligent performance of any or the services furnished under this contract.
- 26.5 The rights and remedies of QACPS provided for under this contract are in addition to any rights and remedies provided by law.
- 26.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable QACPS designee(s) to such conflict for a decision before proceeding with any work.
- 26.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.
- 26.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 26.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

27.0 CHANGES, ALTERATIONS, OR MODIFICATIONS

- 27.1 QACPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the Contract cost thereof.
- 27.2 If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Consultant of the notification of change unless the Project Manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.
- 27.3 No services for which an additional cost or fee will be charged by the Consultant without prior written authorization of QACPS.

28.0 SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Consultant, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to QACPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of QACPS.

29.0 DELAYS AND EXTENSIONS

The Consultant shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as QACPS may decide. Time extensions will be

granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Consultant.

30.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by QACPS is in violation of the law and is strictly prohibited. Contractors 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.

31.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 31.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any QACPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 31.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 31.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 31.2.2 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 Maryland; or
- 31.2.3 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 violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 31.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 31.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

32.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term "**work force**" means any of the Contractor's employees or the Contractor's Sub-Contractors and their employees.

Contractor shall cause any member of Contractor's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will

have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

QACPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

33.0 SEX OFFENDER REGISTRATION

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article.

34.0 LABOR AND RATES OF PAY

34.1 The Awarded Offeror agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

34.2 The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

35.0 DEBRIEFING

Unsuccessful Offerors may be debriefed upon written request received within thirty (30) days following proposal opening by a procurement officer familiar with the rationale for the selection decision.

36.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Offeror agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

37.0 FEDERAL EDUCATION RIGHTS AND PRIVACY ACT (FERPA) AND FERPA REGULATIONS

37.1 All Awarded Offeror(s) shall abide by all laws, regulations and QACPS requirements to secure and keep secure and confidential all student records and information. Additional requirements of this nature shall apply as required or requested by QACPS. FERPA regulations shall be followed.

37.1.1 Offerors acknowledge that the services to be provided pursuant to this Request For Proposal (RFP) involve a Queen Anne's County Public School function for which QACPS would otherwise use its employees.

37.2. Offerors acknowledge that QACPS will provide to Awarded Offeror(s) or Awarded Offeror(s) will create records which contain personally identifiable information pertaining to students and which may or will constitute "educational records" within the meaning of FERPA and its implementing regulations found at 20 United States Code (USC) 1232g and 34 Code of Federal Regulations (CFR) 99, *et seq.*, respectively.

37.3 Awarded Offeror(s) agrees not to disclose or re-disclose any educational records to any other person or entity obtained or created pursuant to this RFP or resulting Contract.

37.4 Awarded Offeror(s) are prohibited from using such educational records for any purpose other than the purpose for which any disclosure of same was made by QACPS to Awarded Offeror(s) or Awarded Offeror(s) to QACPS.

INSURANCE REQUIREMENTS FOR SERVICE/CONSULTING CONTRACTS

1. General Insurance Requirements

- 1.1 The Consultant shall not commence any operations or services on behalf of the Board of Education of Queen Anne's County (the Board) under this Contract until the Consultant has obtained at the Consultant's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Consultant will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
- 1.3 The Consultant shall require all Subcontractors to maintain, during the term of the Contract, insurance to the same extent required of the Consultant herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board. Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.
- 1.6 If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A -" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers' compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant, and are subject to Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.
- 1.8 If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable.

2. Consultant's Insurance

- 2.1 The Consultant shall purchase and maintain the following insurance coverages at not less than the limits specified Centreville, Maryland 21617 or required by law, whichever is greater:

- 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
- \$1,000,000 Each Occurrence;
 - \$1,000,000 Personal and Adv Injury;
 - \$2,000,000 General Aggregate; and
 - \$2,000,000 Products/Completed Operations Aggregate
- This insurance shall include coverage for all of the following:
- i. Liability arising from premises and operations;
 - ii. Liability arising from the actions of independent contractors;
 - iii. Contractual liability protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.
- 2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
 - ii. Automobile contractual liability.
- 2.1.3 If the Consultant has any employees, workers' compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employer's liability insurance or its equivalent with minimum limits of:
- \$100,000 Each accident for bodily injury by accident;
 - \$100,000 Each employee for bodily injury by disease; and
 - \$500,000 Policy limit for bodily injury by disease.
- 2.1.4 If the Consultant is an individual or sole proprietor operating without workers' compensation coverage, personal health insurance or its equivalent is required.
- 2.1.5 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:
- \$1,000,000 Each Claim or Wrongful Act; and
 - \$2,000,000 Annual Aggregate
- 2.1.6 The Board of Education of Queen Anne's County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.
- 2.2 Insurance or self-insurance provided to the Board of Education of Queen Anne's County and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.)
- 2.3 Insurance or self-insurance provided to the Board of Education of Queen Anne's County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.4 If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:

- 2.4.1 The Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- 2.4.2 The Consultant shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. Indemnification

To the fullest extent permitted by law, Consultant agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Queen Anne's County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Consultant under this Contract.

4. Waiver of Subrogation

To the fullest extent permitted by law, the Consultant and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Queen Anne's County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Consultant under this Contract. Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

5. Acknowledgment of Consultant's Independent Contractor Status and no Coverage for Consultant Under Board's Workers Compensation Coverage

Consultant hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers' compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Consultant or its employees during the Consultant's performance of services for the Board. To the fullest extent permitted by law, the Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

6. Damage to Property of the Consultant and Its Invitees

To the fullest extent permitted by law, the Consultant shall be solely responsible for any loss or damage to property of the Consultant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

SECTION I

GENERAL INFORMATION

1. INTRODUCTION AND OVERVIEW

The Board of Education of Queen Anne's County, also known as Queen Anne's County Public Schools, referred to as QACPS or the Board, is soliciting proposals from qualified consultants to provide services for Website Redesign & Branding for Queen Anne's County Public School's primary website and 14 individual school websites. Services include, but are not limited to: one-time content migration, training, and technical support for a comprehensive Web Hosting system. The proposal should include the development of a primary website and 14 schools, including rebranding and new logos.

2. BACKGROUND

Queen Anne's County Public Schools (QACPS) serves the needs of public education in Queen Anne's County, Maryland. QACPS operates 14 schools, which includes elementary, middle, and high schools; alternative school; and administrative office. QACPS serves approximately 7,800 students. Central Administration for Queen Anne's County Public Schools is located at 202 Chesterfield Avenue, Centreville, Maryland 21617.

3. PROCUREMENT ADMINISTRATOR

Jacy Earls, Finance Clerk, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for purposes of this RFP. All questions and inquiries should be directed to the Procurement Administrator: Jacy Earls, Queen Anne's County Public Schools, Office of Purchasing, 202 Chesterfield Avenue, Centreville, Maryland 21617. Email: jacy.earls@qacps.org, Telephone, 410-758-2403.

All questions must be e-mailed, and received **no later than 2:00p.m., local time, July 27, 2021**. Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website, <https://www.qacps.org/Page/155>, as well as eMaryland Marketplace Advantage and distributed via email to all who submitted questions.

4. EVALUATION COMMITTEE

The evaluation of proposals will be completed by the Evaluation Committee.

5. ABOUT THIS DOCUMENT

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Queen Anne's County Public Schools is seeking a solution, as described in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a Contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a Firm(s) approach meets the desired requirements and needs of Queen Anne's County Public Schools. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, decisions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Queen Anne's County Public Schools member prior to the opening of proposals in responses to this document. RFP Offerors shall make no contacts – either written or verbal – with any individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from further consideration.

6. RFP CLOSING DATE

Proposals must be received by the Purchasing Office, Queen Anne's County Public Schools, Administration Building, 202 Chesterfield Avenue, Centreville, Maryland 21617 **no later than 11:00 a.m., local time, on August 3rd, 2021**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

7. SELECTION AND CONTRACT EXECUTION

The successful respondent Firm will be required to enter into a Contractual Agreement with Queen Anne's County Public Schools. The Contract shall incorporate this RFP including all of its provisions, conditions, attachments, correspondence and any Addenda issued.

8. AWARD OR REJECTION OF PROPOSAL

- A. Queen Anne's County Public Schools intends to award the Contract to the responsive and responsible firm offering the best overall technical and cost proposal, complying with all the provisions of this RFP and the stated criteria, and is in the best interest of QACPS.
- B. The award is subject to the availability of funding. The lack of funding may result in the cancellation of this award and/or Contract.

9. CONTRACT ADMINISTRATOR

The Contract Administrator will be the post-award primary point of contact between the Firm and QACPS. This individual is authorized to resolve Contract performance issues that may arise, as well as, providing direction to the Firm.

10. PRE-PROPOSAL MEETING

None

11. RESPONDENTS RESPONSIBILITIES

- A. The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to QACPS, and;
- C. Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and to verify any representations made by QACPS, upon which the respondent will rely. If the respondent receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- D. The Respondent will be held responsible for any and all discrepancies, errors, misstatements, etc. in discounts or rebates which are discovered during the Contract term or up to and including five (5) fiscal years following QACPS's annual audit.

SECTION II

PROPOSAL FORMAT

1. **GENERAL FORMAT**

Offerors shall submit the following:

- Volume I - Technical Proposal
- Volume II - Cost Proposal

- A. These proposals shall include one (1) original and six (6) copies in a sealed envelope clearly "Volume I - Technical Proposal" and shall bear Queen Anne's County Public Schools 202 Chesterfield Avenue Centreville, Maryland 21617, Attention Purchasing Department on the outside containing the RFP number and name. Faxes/E-mails will not be accepted.
- B. Each envelope shall, in addition, 202 Chesterfield Avenue, Centreville, Maryland 21617 please include the following:
1. The Offeror's name and business address
 2. The due date/time for receipt of proposals
 3. The title of the RFP and RFP number
 4. Attn: Jacy Earls, Finance Clerk

2. **VOLUME I: TECHNICAL PROPOSAL FORMAT**

Each proposal must include a transmittal letter, table of contents and all pages in the Technical Proposal must be numbered consecutively from beginning to end.

TAB A: TRANSMITTAL LETTER

Technical Proposals are to be accompanied by a brief transmittal letter prepared on the Offeror's letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. The transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the Contract, who will receive all official notices concerning this RFP.
2. A brief company history including the number of employees and the number of years the company has been providing Website Redesign, Hosting and Branding Services.
3. A brief statement of the Offeror's understanding of the work to be done, the commitment to perform the work within the time period.
4. A statement that the proposal is a firm and irrevocable offer for a period of one hundred twenty (120) days.

TAB B: APPENDIX I – SIGNATURE SHEET

A signed, completed Appendix I – Signature Sheet.

TAB C: TABLE OF CONTENTS

TAB D: EXPERIENCE WITH SIMILAR SCHOOL DISTRICTS (Weighted Value 10%)

Offeror shall provide information on their expertise and experience with providing school-to-public website services for K-12 public school districts of comparable size to QACPS (7,800 students and 14 buildings). Offeror must have a minimum of 3 years' experience providing Web Hosting Services.

Include the names of K-12 clients the Offeror currently serves, the number of websites serviced for each client and the number of years the Offeror provided these services for the clients.

TAB E: PROFESSIONAL QUALIFICATIONS (Weighted Value 10%)

Project Managers

- Offeror shall supply resumes detailing the qualifications, experience and education
- Experience must include a minimum of 3 years in leading the deployment of Web/Content Management System Solutions, Website Redesign and Branding
- Offeror shall supply a portfolio containing the developers projects

TAB F: TECHNICAL RESPONSE TO RFP SCOPE OF WORK (Weighted Value 20%)

Offeror shall provide a detailed plan, including approach and methodology of how the requirements set forth in the Requirements/Scope of Work will be addressed.

Offeror must provide a portfolio of design templates.

Offeror shall address each major requirement of Section IV: Performance Work Statement (Requirements/Scope of Work) with a complete written response.

TAB G: TIMELINE (Weighted Value 15%)

Provide a detailed projected timeline to supply, deliver and completely install and implement a fully functional system for the district and 14 schools. Include how long (days/months) a complete migration will take after a contract is signed and executed.

TAB H: TRAINING / TECHNICAL SUPPORT PLAN (Weighted Value 15%)

Discuss in detail how training will be implemented, include content, the style of training, on-site or remote and estimated hours to be spent on training as specified in the Requirements/Scope of Work.

Discuss in detail how the technical support herein addressed will be provided to QACPS.

TAB I: REFERENCES

Provide a minimum of three (3) reference letters from clients that the Offeror is currently providing school-to-public web site services, that are similar in size and scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference letters must be provided on clients letterhead and include Offeror's role, level and/or types of services provided, contact information, etc.

TAB J: EXCEPTIONS PAGE (Appendix VIII)

TAB K: COMPLETED QUESTIONNAIRE (Appendix IX)

TAB L: COMPLETED ANTI-BRIBERY AFFIDAVIT (Appendix II)

TAB M: COMPLETED DEBARMENT FORM (Appendix III)

TAB N: COMPLETED CRIMINAL OFFENDERS AFFIDAVIT (Appendix IV)

TAB O: COMPLETED NON COLLUSION CERTIFICATE (Appendix V)

TAB P: COPY OF CERTIFICATE OF INSURANCE

Proof of current insurance coverage of your firm, at the limits specified in the attached Insurance Requirements.

TAB Q: SIGNED ADDENDA

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the Offeror's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

3. VOLUME II: COST PROPOSAL FORMAT (Weighted Value 30%)

Offerors shall enter all price information on Appendix VI - Cost Proposal Form, and submit it under a separate sealed cover as described in Section II, 1.

The Cost Proposal **MUST INCLUDE ALL COSTS** associated with the services identified in, and associated with, the services requested in this RFP.

SECTION III

EVALUATION AND SELECTION PROCEDURE

1. EVALUATION COMMITTEE

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth. The Contract resulting from this RFP will be awarded to the Offeror whose proposal is the most beneficial to QACPS, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about the scoring value of proposals.
- C. Cost Proposals will not be distributed to the Committee until the technical evaluation is completed.

2. EVALUATION PROCESS

- A. The evaluation criteria set forth are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical proposals and Price Proposals.
- B. As part of this evaluation, the Committee may hold discussions with Offerors. Discussions may be conducted via teleconference, or may take the form of questions to be answered by the Offerors and conducted by mail or e-mail at the discretion of QACPS. During the evaluation process, the Committee may request technical assistance from any source.
- C. Offerors whose Technical Proposals are ultimately deemed reasonably susceptible of being selected for award and who are determined "responsible" will be considered "qualified Offerors."
- D. Any Offeror who does not meet the requirements as stated in Section IV, item #3 Requirements/Scope of Work, will be declared "not responsible" or "not reasonably susceptible of being selected for an award" and its Cost Proposal will not be opened.
- E. Offerors may be asked to provide a demonstration of their product to the Evaluation Committee. The purpose of the demonstration is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The demonstration is a part of the technical evaluation. As a result of the demonstration, scoring may be adjusted.
- F. Following the completion of the technical evaluation of all Offerors' Technical Proposals, including any discussions and/or presentations, the Committee will rank each Offeror's Technical Proposal.
- G. The Committee may reject in whole or in part any and all proposals and waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of QACPS and the Board of Education.
- H. The Cost Proposal of each qualified Offeror will be viewed by the Evaluation Committee following the completion of the technical evaluations. The Committee will record the costs of the Cost Proposals and establish a cost ranking of the proposals from lowest to highest. Offerors are expected to submit their best offer in their Cost Proposal. The combined score will have a weighting factor of 70% Technical, 30% Cost.
- I. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to QACPS, considering both price and technical factors set forth in this RFP.

3. EVALUATION CRITERIA

The Evaluation Committee will evaluate the Technical Proposals using the following criteria:

- Experience
- Professional Qualifications
- Response to RFP Scope of Work
- Timeline for implementation
- Training and Technical Support Plan

The Committee shall determine which proposals have the basic requirements of the RFP, and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The Committee may reject in whole or in part any and all proposals and waive minor irregularities.

The Committee may also ask Offerors to present a demonstration of their product/service, which will be scored and become part of the criteria.

4. PRESENTATIONS/DEMONSTRATIONS BY RESPONDENTS

- A. QACPS, at its sole discretion, may ask individual respondents to have discussions via informal telephone interviews and/or demonstrations, without charge to QACPS.
- B. QACPS reserves the right to require any respondent to demonstrate, to the satisfaction of QACPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the Contract. The demonstration must satisfy the Board and the Board shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that demonstrations will be required and should include all pertinent information in their technical proposal.

5. RFP PROCESS SCHEDULE

The timeline for submission and analysis of the RFP and award of a Contract is as follows:

Date	Description
July 20, 2021	RFP Project Posted to QACPS Website and eMaryland Marketplace Advantage
July 27, 2021	Question Deadline - due before 2:00 PM Local Time
July 29, 2021	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be posted on QACPS website and eMaryland Marketplace Advantage
August 3, 2021	Proposals Due before 11:00 AM Local Time Deliver to: Purchasing Office Queen Anne's County Public Schools Central Office-Purchasing Department 202 Chesterfield Avenue Centreville, Maryland 21617
August 3, 2021	Committee to Evaluate Submittals/Recommendation
August 4, 2021	Board of Education Approval

SECTION IV

PERFORMANCE WORK STATEMENT

1. EXCEPTIONS TO THE PERFORMANCE WORK STATEMENT

Respondent Firms taking exception to any part or section of this RFP shall indicate such exception on the Exceptions Page (Appendix VIII) and submit with the technical proposal. Failure to indicate any exceptions shall be interpreted as the Respondent Firm's intent to fully comply with all RFP requirements as written.

2. INCURRING COSTS

QACPS accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expense is to be borne exclusively by the Respondent Firms.

3. REQUIREMENTS / SCOPE OF WORK

A. Qualification Requirements

1. Three or more years of experience in providing Web Hosting Services/Website Redesign & Branding.
2. Certified to do business in Maryland.

B. Project Requirements

1. Hosted content management system for internet facing school websites. A total of fourteen (14) school websites and one (1) district office website.
2. 24/7/365 web site availability with the exception of planned/scheduled outages.
3. Formatted school domain name (e.g., <SchoolName>.QACPS.org or www.QACPS.org/<SchoolName>).
4. Responsive web design to accommodate content display across a variety of devices and browsers.
5. Adjustable Styles: colors, logos, and cascading style sheet (CSS) customization.
6. Compliance with the Americans with Disabilities Act (ADA) to include:
 - Easily resizable text
 - Needs to be WCAG 2.1 A, AA compliant
 - Needs to be ADA 504 compliant
 - High contrast mode
 - Text and background colors can be altered
 - Text descriptions for images
 - Audio descriptions for images
 - Text-only options (HTML, Rich Text or PDF versions)
 - All navigation is accessible by keyboard
 - "Skip Navigation" link at top of webpages
 - Minimize elements which blink or flash; provide option to pause or stop
 - Online forms include descriptive HTML tags
7. A portfolio of design templates from which QACPS will select one (1) template for use across all school sites.
 - QACPS must have the capability to configure templates
 - Templates must have conformance to: responsive web design, adjustable styles, navigation and compliance to ADA requirements
8. Three level hierarchical navigation structure:
 - (Level 1) Top-level site content supports multiple communication methods (e.g., school summary information, announcements, calendar of events, headlines, document links, URL links, content pages, embedded social media feeds, digital media (pictures, video, and podcast)). The top-level site shall be the school website landing page.
 - (Level 2) Content pages support multiple communication methods (e.g., page summary information, announcements, calendar of events, headlines, document

links, URL links, content sub-pages, embedded social media feeds, digital media (pictures, video, and podcast)). The content page is a child to the top-level page. An example of a content page is the school / athletic department site.

- (Level 3) Content sub-pages support multiple communication methods (e.g., sub-page summary information, announcements, calendar of events, headlines, document links, URL links, content sub-pages, embedded social media feeds, digital media (pictures, video, and podcast)). The content sub-page is a child to the content page. An example of a content sub-page is the school / athletic department / team site.
9. School site administrators shall be employees of the school district with authenticated user access (Active Directory Federated Services is preferred) and access privileges limited to the school site. Example: School Building Principal
 10. District administrators shall be employees of the school district with authenticated user access (Active Directory Federated Services is preferred) and access privileges across ALL school sites. Example: QACPS Communications Specialist.
 11. Analytics to measure and report website traffic.
 12. Training to administer sites and manage content. Train-the-trainer approach for approximately 15 employees.
 - Audience: IT Support (Help Desk), Communications Office (district content) and School Administrators (school specific content)
 - Remote delivery of training
 - Refresher training for new releases
 13. Consulting services to migrate existing sites during the 2021-2022 school year.
 14. Technical support should be available during regular business hours 8am-5pm Eastern time, Monday – Friday, except legal holidays. Support should be available via phone and website
 - Technical support cases should be acknowledged and assigned to a support analyst within 1 hour of submission by QACPS

SECTION V

INFORMATION TO RESPONDENT FIRMS

1. COMMUNICATIONS

All communication specific to this RFP is to be directed to the Procurement Administrator, Jacy Earls. Persons employed by, or otherwise associated with, Respondent Firms are NOT to contact any member of the Evaluation Committee or any member of the Queen Anne's County Public Schools administration or staff. Contacts outside of these procedures may result in rejection of a Respondent Firm's proposal.

The Queen Anne's County Public Schools' official response to any request for information, or for any interpretation or clarification of the information contained in this RFP, will be made by addendum. Respondent Firms will acknowledge in their proposal on the Signature Sheet (Appendix I) the receipt of each addendum.

It is each Respondent Firm's responsibility to advise Queen Anne's County Public Schools of apparently conflicting requirements, omissions of information, or the need for modifications or clarifications to the RFP and supporting documents before the proposal deadline.

2. BILLING

Invoices, based on agreed deliverables, must be submitted to:

QACPS / Accounts Payable
202 Chesterfield Avenue
Centreville, Maryland , 21014

3. INSURANCE REQUIREMENTS

The Provider shall not commence any operations or services on behalf of the Board of Education of Queen Anne's County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

4. CONTRACT TERM

The term of the Contract will be for three (3) years and may be renewed annually for additional one (1) year periods for up to four (4) years, for a total of seven (7) possible years. The Yearly Maintenance price shall be firm for the initial three (3) year contract period. The annual renewal is based upon the mutual agreement of both parties, including cost negotiation and satisfactory performance. Any cost increases must be submitted a minimum of one hundred twenty (120) days prior to the contract renewal date.

The initial Contract will be from August 4, 2021 through August 3, 2024. Renewal periods will be from August 4th through August 3rd.

5. FORMS AND SIGNATURE REQUIREMENTS

A. Respondent Firms must complete and sign all forms which require a signature in order to validate their proposals.

B. The following forms are to be submitted:

Appendix I -	Signature Sheet
Appendix II -	Anti Bribery Affidavit
Appendix III -	Debarment Form
Appendix IV -	Criminal Offenders Affidavit
Appendix V -	Non-Collusion Affidavit

Appendix VIII - Exceptions Page
Appendix IX - Questionnaire (This form will be used for evaluation purposes)
References
Insurance Certificate
Signed Addenda

C. The following form is to be submitted as the **Cost Proposal** (Volume II):

Appendix VI - Cost Proposal Form

6. TRADE SECRETS

All materials that qualify as “trade secrets” or “confidential” shall be and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

APPENDIX I - SIGNATURE SHEET
(To be submitted with Technical Proposal)

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments and any addenda to this RFP.

Company	Authorized Representative (print)
Address	Signature
Address, continued	Title (print)
Name of Firm's Contract Administrator	Phone Number of Authorized Representative
Phone Number of Firm's Contract Administrator	E-mail Address of Authorized Representative
E-mail Address of Firm's Contract Administrator	Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

- No. _____, Dated _____
- No. _____, Dated _____
- No. _____, Dated _____

APPENDIX II – ANTI BRIBERY AFFIDAVIT
(To be submitted with technical proposal)
QUEEN ANNE’S COUNTY PUBLIC SCHOOLS

Patricia W. Saelens, Superintendent

202 Chesterfield Avenue, Centreville, Maryland 21617

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph , 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 directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State "*none*" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Queen Anne’s County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

APPENDIX III – DEBARMENT FORM
(To be submitted with technical proposal)

QUEEN ANNE’S COUNTY PUBLIC SCHOOLS

Patricia W. Saelens, Superintendent

202 Chesterfield Avenue, Centreville, MD 21617

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

APPENDIX IV – CRIMINAL OFFENDERS AFFIDAVIT
(To be submitted with technical proposal)

QUEEN ANNE’S COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An QACPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.

- B. An QACPS contractor or subcontractor 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:
 - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

APPENDIX V – NON COLLUSION CERTIFICATE
(To be submitted with Technical Proposal)

I HEREBY CERTIFY that I am the _____ and duly authorized representative of
_____ whose address is
_____ and

THAT NEITHER I nor, to the best of my knowledge, information, and the above firm nor any of its other representatives I here represent:

- A. Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the offer being submitted herewith;
- B. Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or the price proposal of the bidder of offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature

Printed or Typed Name

Date

APPENDIX VI - COST PROPOSAL FORM
(To be submitted as the Cost Proposal)

Firm Name:

TO THE BOARD OF EDUCATION OF QUEEN ANNE’S COUNTY:

The undersigned propose to provide to Queen Anne’s County Public Schools in accordance with the General Provisions, Scope of Work, and other documents of this Request for Proposal.

Cost for Initial Set-Up/Migration (including training):

\$ _____

Cost for Annual Maintenance

\$ _____

List any other costs to be incurred:

Signature

Date

Printed Name

Title

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), effective as of _____ ("Effective Date"), is entered into by and between Queen Anne's County Public Schools (QACPS) having its principal place of business at 202 Chesterfield, Centreville, Maryland 21617, and _____ having its principal place of business at _____ ("Provider"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. SERVICES

- 1.1. **Scope of Services.** Subject to the terms and conditions of this Agreement, Provider will perform those professional services as set forth and attached hereto as the Request for Proposal (RFP) and all related documents and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. At a minimum, a written document that (i) references this Agreement, (ii) describes the Services to be performed (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. Provider will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

2. REMEDIES AND TERMINATION

- 2.1. **Correction of Errors, Defects, and Omissions** – The Provider agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to QACPS. The acceptance of the work set forth herein by QACPS shall not relieve the Provider of the responsibility.
- 2.2. **Set-Off** – QACPS may deduct from and set-off against any amounts due and payable to the Provider any back-charges or damages sustained by QACPS by virtue of any breach of this agreement by the Provider to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Provider for damages and QACPS may affirmatively collect damages from the Provider.

2.3. **Termination for Default**

- 2.3.1. If the Provider fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, QACPS may terminate the Agreement by written notice to the Provider. The notice shall specify the acts of omissions relied on as cause for termination.
- 2.3.2. All finished or unfinished supplies and services provided by the Provider, shall at QACPS' option, become QACPS property. QACPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.
- 2.3.3. If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and QACPS can affirmatively collect damages.

- 2.4. **Termination for Convenience** – QACPS may terminate all or part of the work required under this Agreement for the convenience of QACPS with a thirty (30) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Provider has incurred to the date of termination and such reasonable costs associated with the termination. QACPS shall pay such costs as determined by the Agreement Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.

- 2.5. **Obligations of Provider upon Termination** – Upon Notice of Termination, the Provider shall:

- 2.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
- 2.5.2 Take such action as may be necessary to protect the property of QACPS, place no further orders or sub Agreement, assign to QACPS in the manner and to the extent directed by QACPS all of the right, title and if ordered by QACPS possession and interest of Provider under the orders or sub Agreements terminated.
- 2.5.3 Deliver to QACPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Provider which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to QACPS. Title to such items shall be transferred to QACPS.

- 2.6. **Remedies Not Exclusive** – The rights and remedies contained in these terms and conditions are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

3. **ORDER OF PRECEDENCE**

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

Performance Work Statement (Statement of Work)
Specifications/Terms of the Request for Proposal
General Terms and Conditions for Request for Proposal

4. **CONTRACT TERM**

4.1. This Agreement with respect to all items accepted, change orders, and all papers and documents accompanying the same, including these terms and conditions shall constitute the formal Agreement between the Provider and QACPS.

4.2. The term for this Agreement is _____.

*Note: Payment for work that began under Agreement # _____ will be paid under the purchase order issued in _____.

5. **WAIVER OF RIGHT**

The Provider agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any Procurement Agreement, of any tier, resulting from the services to be provided under this agreement.

6. **INITIATION OF WORK**

The Provider shall not commence performance of the services until it receives a formal written notice from QACPS in the form of an Agreement, Purchase Order, or Notice to Proceed from the CFO or designated Purchasing Agent.

7. **GOVERNING LAW AND DISPUTE RESOLUTION**

7.1. This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland.

7.2. Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

7.3. Any ADR hearing or arbitration will take place in the State of Maryland.

8. **FREEDOM OF INFORMATION ACT**

8.1. The Provider(s) should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by QACPS. Blanket requests for the entire proposal to be held confidential will not be considered.

8.2. QACPS shall determine, in its sole discretion, which (if any) portions of the Provider's proposals shall be confidential. It is the responsibility of the Provider to clearly mark such information (pages) as "Confidential".

9. **COMPLIANCE WITH LAW**

9.1. The Provider hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

9.2. The Provider hereby represents and warrants it is not in arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

9.3. The Provider shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

- 9.4. The Provider must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 9.5. The Provider must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 9.6. It is the Provider's responsibility to notify QACPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 10.1. To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Provider, a sub-Provider, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Provider or a sub-Provider under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

11. INSURANCE

- 11.1. Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 11.2. The Provider shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 11.3. QACPS shall not be liable for any injuries to the employees, agents, or assignees of the Provider arising out of, or during the course of the agreed upon work relating to this agreement.
- 11.4. The Provider has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and in accordance with the requirements contained in the attached insurance requirements.

12. STAFF

The Provider shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Provider's employ, or similar reasons, the Provider shall promptly submit to the Agreement Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator/Purchasing Agent and the CFO.

13. DRUG, TOBACCO, AND ALCOHOL

All QACPS properties are "drug, tobacco, and alcohol free zones" as designated by Local and State laws. Neither the Provider or their employees (or sub-Provider) are permitted to have any drugs, tobacco, or alcohol products on QACPS property. Use or possession of such items on QACPS property will result in immediate termination of the Agreement.

14. NONDISCRIMINATION

- 14.1. The Provider shall comply with all Federal and State anti-discrimination laws in the performance of this Agreement.
- 14.2. Queen Anne's County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Queen Anne's County should be directed to the Supervisor of Student Services, 410-588-

14.3. The Provider shall furnish, if requested by QACPS, a compliance report concerning their employment practices and policies in order for QACPS to ascertain compliance with the special provisions of this Agreement concerning discrimination in employment.

14.4. In the event the Provider is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

15. NON-HIRING OF EMPLOYEES BY AWARDED PROVIDER OR QACPS

15.1. No employee of the QACPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby Agreement with the QACPS or any unit thereof.

15.2. No employee of the Provider or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby Agreeing with the Provider or any unit thereof.

16. FINANCIAL DISCLOSURE

The Provider shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into Agreements, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these Agreements, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

17. POLITICAL CONTRIBUTION DISCLOSURE

Provider shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into Agreements, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

18. RETENTION OF RECORDS

The Provider shall retain and maintain all records and documents relating to this Agreement for three (3) years after final payment by QACPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of QACPS or designee, at all reasonable times.

19. LANGUAGE/GENDER

19.1. Proposer, Offeror, Provider, Consultant, vendor, and firm all have the same meaning and may be used interchangeably.

19.2. The Board of Education of Queen Anne's County is also referred to as QACPS, Queen Anne's County Public Schools, the Board, and Board of Education which may be used interchangeably.

19.3. Proposal and offer all have the same meaning and can be used interchangeably.

20. DISSEMINATION OF INFORMATION

During the term of this agreement, the Provider shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of QACPS.

21. PROVIDER'S OBLIGATION

21.1. The Provider shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by QACPS, and as described herein.

- 21.2. The Provider shall perform the services with that standard of care, skill, and diligence normally provided by a provider in the performance of services similar to the services hereunder.
- 21.3. Notwithstanding any review, approval, acceptance, or payment for the services by QACPS, the Provider shall be responsible for professional and technical accuracy of its work furnished by the Provider under this agreement.
- 21.4. QACPS review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Provider shall be and remain liable to QACPS in accordance with applicable law for all damages to QACPS caused by the Provider's negligent performance of any or the services furnished under this Agreement.
- 21.5. The rights and remedies of QACPS provided for under this Agreement are in addition to any rights and remedies provided by law.
- 21.6. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Provider shall call to the attention of the applicable QACPS designee(s) to such conflict for a decision before proceeding with any work.
- 21.7. Any deviations to the specifications or statement of work must be clearly noted in detail by the Provider, in writing, at the time of submittal of the formal proposal.
- 21.8. The Provider shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Agreement, within the time herein specified, in accordance with the provisions of this Agreement and said specifications and in accordance with the specifications covered by this Agreement and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Provider shall observe, comply with and be subject to all terms conditions, requirements and limitations of the Agreement and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 21.9. Provider may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

22. CHANGES, ALTERATIONS, OR MODIFICATIONS

- 22.1. QACPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Provider or in the Agreement cost thereof.
- 22.2. If such changes cause an increase or decrease in the Provider's cost of, or time required for, performance of any service under this Agreement, whether or not changed by an order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Provider for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Provider of the notification of change unless the Contract Administrator or his duly authorized representative grants a further period of time before the date of final payment under the Agreement.
- 22.3. No services for which an additional cost or fee will be charged by the Provider without prior written authorization of a change order. Any changes to the Scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

23. SUB-PROVIDER OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Provider, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to QACPS, and neither this Agreement or the services to be performed thereunder shall be a sub-Provider, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of QACPS.

24. DELAYS AND EXTENSIONS

The Provider shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Provider for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such a reasonable period as QACPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Provider.

25. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill Agreements solicited by QACPS is in violation of the law and is strictly prohibited. Providers and sub-Providers 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.

26. EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

26.1. If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any QACPS property, including the project property. Violation of this provision may result in Termination for Cause.

26.2. Provider acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Provider is prohibited from knowingly assigning or permitting its Sub-Provider from knowingly assigning any of the Provider's or Sub-Provider's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.

26.3. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

26.4. 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 Maryland; or

26.5. 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 violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

26.6. Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Provider/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

26.7. The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

27. CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Provider and Sub-Provider with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term "**work force**" means any of the Provider's employees or Sub-Providers and their employees.

This Agreement shall cause any member of Provider’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code. The cost of such criminal background check and fingerprinting shall be paid by Provider. QACPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

28. SEX OFFENDER REGISTRATION

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with an Agreement with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article.

29. LABOR AND RATES OF PAY

29.1. The Awarded Provider agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

29.2. The Awarded Provider agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

30. PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Provider agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

Name:

Title:

Date:

QUEEN ANNE’S COUNTY PUBLIC SCHOOLS:

Name:

Title:

Date:

ATTEST:

Name:

Title:

Date:

PROVIDER: _____

Name:

Title:

Date:

APPENDIX VIII – EXCEPTIONS PAGE
(To be submitted the technical proposal)

APPENDIX IX – Questionnaire
(To be submitted the technical proposal)

1). What is the secure cloud hosting platform? (i.e. commercial vendors, private, etc.)

2). How many unscheduled service outages have you experienced in the last 12 months? What is the average duration of the outages and what caused the outages?

3). How do you control software / product versioning? (i.e. slip streamed as needed, bundled into service pack or on demand scheduled)

4). When was the development environment last upgraded? When is the next upgrade expected?

5). Can you provide training via remote delivery?

5). Will you provide refresher training for QACPS personnel for any new releases?
