BID NUMBER/BID NAME: RFP #2020-01 / Virtual Learning Academy

BID ISSUE DATE: January 23, 2020

BID FINANCE CLERK: Jacy Earls, Finance Clerk, jacy.earls@qacps.org

BID CONTRACT ADMINISTRATOR/PROJECT MANAGER: Susangrace DuBose, Project Manager, susangrace.dubose@qacps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time on February 6, 2020. Submit questions in writing to the Project Manager listed above with a copy to the Finance Clerk.

PRE-BID DATE: A pre-bid meeting will be held on Tuesday, February 4th at 10 am virtually.

Topic: Pre Bid Meeting
Time: Feb 4, 2020 10:00-11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/525929383

Meeting ID: 525 929 383

One tap mobile
+16465588656,,525929383# US (New York)
+14086380968,,525929383# US (San Jose)

Dial by your location
  +1 646 558 8656 US (New York)
  +1 408 638 0968 US (San Jose)
Meeting ID: 525 929 383

OBTAINING BID DOCUMENTS: To view and/or download this solicitation package please visit our webpage at https://www.qacps.org/Page/155. If you have problems downloading this bid or applicable addenda, contact the Finance Clerk, Jacy Earls, via email.

BONDS REQUIRED: NO
MBE REQUIREMENTS: NO

BID DUE: 2:00 P.M., local time, on February 24, 2020.
No bids will be accepted via telephone, fax or email.

SEALED BID DELIVERED TO: Queen Anne’s County Public Schools
Attn: Purchasing Department
202 Chesterfield Ave
Centreville, MD 21617

TENTATIVE AWARD DATE: July 2020

ELIGIBILITY TO BID: All Queen Anne’s County Public School vendors and/or contractors interested in bidding on QACPS projects must register at https://procurement.maryland.gov/. QACPS will no longer accept bidder’s applications.
INVITATION TO BID - BID SOLICITATION

January 23, 2020

RFP #2020-01, Virtual Learning Academy

The Board of Education of Queen Anne’s County will receive bids for RFP #2020-01, Virtual Learning Academy. Cost proposals will be opened at the conclusion of the technical proposal evaluation process and available upon request. Bids received after this time will be returned unopened.

A pre-bid meeting will be held virtually on February 4th, 2020. Please see details on page one. Additional questions will be in writing and due by 4:00 P.M., local time, February 6, 2020 to BOTH Susangrace DuBose at susangrace.dubose@qacps.org and cc: to Jacy Earls at jacy.earls@qacps.org. Phone number is 410-758-2403. Susan DuBose’s extension is x198 and Jacy Earls’ extension is x113.

To view and/or download this solicitation package please visit our webpage at: https://www.qacps.org/Page/155.

All Queen Anne’s County Public School (QACPS) vendors and or contractors interested in bidding on QACPS projects must register at https://procurement.maryland.gov/, prior to contract award. QACPS will no longer accept bidder’s applications.

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. For more information, contact the Supervisor of Student Support Services at 410-758-2403 x155.

The Board of Education of Queen Anne’s County, Maryland, reserves the right to reject any and all bids and to waive any informalities or irregularities in bidding.

By order of the Board of Education of Queen Anne’s County, Maryland.

Jacy Earls
Finance Clerk / Contract Manager
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QACPS 2020-2021 School Calendar
Approved 5/1/2019

August 17-21 .......... New Teachers Begin/Professional Development
August 24-28 .......... All Teachers Return/Professional Development Days
August 31 .......... First Day for Students in Grades 1-6, 9, & 11 (only at Sudley Middle)
September 1 .......... First Day for Students in Grades 7-8, 10-12, & 9-11 (only at Sudley Middle)
September 2 .......... PreK and Kindergarten Begins
September 7 .......... All Schools and Central Office Closed/Labor Day
October 10 .......... All Schools Closed/Professional Development
October 30 .......... All Schools Closed/1/2 Day/Conference Preparation and Grades
November 4 & 5 .......... Elementary and Middle Schools Closed/1/2 Day/Reporting to Parents
November 26-27 .......... All Schools and Central Office Closed/Thanksgiving Holiday
December 4 .......... Elementary and Middle Schools Closed/1/2 Day/Grading
December 24-January 4 .......... All Schools and Central Office Closed/Winter Break
January 18 .......... All Schools and Central Office Closed/Dr. Martin Luther King, Jr.'s Birthday
January 22 & 23 .......... High School 1:00 Dismissal - Final Exams
January 26 & 27 .......... All Schools Closed/Professional Development
February 15 .......... Middle & High Schools Closed/1/2 Day/Grading
March 12 .......... Elementary and Middle Schools Closed/1/2 Day/Grading
April 1 .......... All Schools Closed/1/2 Day/Conference Preparation and Grades
April 2 & 5 .......... All Schools and Central Office Closed/Spring Break
April 19 & 20 .......... Elementary & Middle Schools Closed/1/2 Day/Elementary Reporting to Parents
May 31 .......... All Schools and Central Office Closed/Memorial Day
June 4 .......... Elementary and Middle Schools Closed/1/2 Day/Grading
June 9 & 10 .......... All Schools Early Dismissal (Tier 1 Schools at 3:00, Tier 2 at 3:30). HS Final Exams/Grading
June 11 .......... All Schools Closed/1/2 Day (Tier 1 at 12:00, Tier 1 at 1:00 - Last day for Students and Teachers)
July 5 .......... All Schools and Central Office Closed/Independence Day

On elementary half days, there will be no 1/2 day Pre-K classes.

Calendar Contains:
- 160 school days
- 18 teacher days
- 4 built-in snow days
If additional snow days are required, school will be extended into the week of June 14-18

CALENDAR KEY
- First Day(s) of School
- Early Dismissal
- New Teacher Orientation
- Closed-Summer Hours

Reporting to Parents
Parent Conference/Report Card Distribution
Gtr.End Date/Day
1st 10/30 43
2nd 01/25 48
3rd 04/01 45
4th 06/11 48

Middle & High Quarters
High
Nov 6
Nov 30
Feb 5
Feb 19
Apr 17
Apr 30
Jun 16
Jun 30

Middle


Elementary

Trimesters
Tnsr. End Date Days
1st 12/4 63
2nd 01/25 59
3rd 06/11 62
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<th>School Name</th>
<th>Principal</th>
<th>Adm. Sec. 1</th>
<th>Adm. Sec. 2</th>
<th>Adm. Sec. 3</th>
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<th>Phone</th>
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<td>Centreville ES (308)</td>
<td>Mrs. Theresa Farnell</td>
<td>PJ Choe</td>
<td>Vicki Sacks</td>
<td></td>
<td></td>
<td>(410) 758-1320 *204</td>
<td>(410) 758-4443 9:00 AM – 3:30 PM</td>
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<tr>
<td>Church Hill ES (202)</td>
<td>TBD</td>
<td>Susan Peterson</td>
<td>Amber R. Wright</td>
<td></td>
<td></td>
<td>(410) 556-6681 *201</td>
<td>(410) 556-6508 9:00 AM – 3:30 PM 9:00-11:30</td>
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<td>Mrs. Carol Kamp</td>
<td>Lanette Power-Waters</td>
<td>Lori Milner</td>
<td></td>
<td></td>
<td>(410) 827-8070 *205</td>
<td>(410) 827-4695 9:15 AM – 3:45 PM</td>
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<td>Kent Island HS (405)</td>
<td>Mrs. Michelle Carey</td>
<td>Brenda Spence</td>
<td>Terri Vlahos</td>
<td></td>
<td></td>
<td>(410) 758-1166 *210</td>
<td>(410) 758-3317 9:00 AM – 3:30 PM</td>
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<td>Sudlersville ES (106)</td>
<td>Mr. Tom Walls</td>
<td>Janet Hewitt</td>
<td>Nancy Smith</td>
<td></td>
<td></td>
<td>(410) 438-3164 *202</td>
<td>(410) 438-3551 7:45 AM – 2:30 PM</td>
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<td>Centreville ES (303)</td>
<td>Mrs. Krystal Chambers</td>
<td>Stephanie Kirby</td>
<td>Lucretia Anthony (G)</td>
<td></td>
<td></td>
<td>(410) 758-0883 *206</td>
<td>(410) 758-4447 8:50 AM-3:30 PM</td>
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<td>Matapake ES (407)</td>
<td>Dr. Lois McCoy</td>
<td>Lou Diviney, Stacey Boffenmyer (G)</td>
<td>Sharon Hoover</td>
<td></td>
<td></td>
<td>(410) 643-7330 *216</td>
<td>(410) 643-7445 8:05 AM – 2:50 PM</td>
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<tr>
<td>Stevensville MS (404)</td>
<td>Mr. Sean Kenna</td>
<td>Michele Milligan</td>
<td>Jane Steimer (G)</td>
<td></td>
<td></td>
<td>(410) 643-3194 *207</td>
<td>(410) 643-3046 7:48 AM – 2:31 PM</td>
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<tr>
<td>Sudlersville MS (101)</td>
<td>Mr. Rob Watkins</td>
<td>Dawn Coursey</td>
<td>Karla Altamirano (G)</td>
<td></td>
<td></td>
<td>(410) 438-3151 *208</td>
<td>(410) 438-3489 7:30 AM – 2:30 PM</td>
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<tr>
<td>Kent Island HS (402)</td>
<td>Mr. John Schrecongost</td>
<td>Deborah Parsons</td>
<td>Tarika Howard</td>
<td></td>
<td></td>
<td>(410) 604-2070 *213</td>
<td>(410) 604-2089 8:00 AM – 2:30 PM 3:30-5:00 PM</td>
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<tr>
<td>Queen Anne's County HS (301)</td>
<td>Mrs. Amy Hudock</td>
<td>Kathy Michaels</td>
<td>Betty Lee</td>
<td></td>
<td></td>
<td>(410) 758-0500 *214</td>
<td>(410) 758-4454 7:35 AM – 2:20 PM</td>
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**ARISE Academy**

**Program Manager:**

Mr. Kevin Kintop

7:45 AM – 2:05 PM
NON-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 Deputy 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.

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 (QACPS)
GENERAL TERMS AND CONDITIONS
SECTION I

1. BIDDER REGISTRATION
   a. All Queen Anne’s County Public School (QACPS) vendors and or contractors interested in bidding on QACPS projects must register at https://procurement.maryland.gov/. QACPS will no longer accept bidder’s applications.

2. PRE-BID MEETING
   a. A pre-bid meeting will be held virtually on February 4th at 10 am. Details on attending the meeting virtually are on page one of this packet. Additional questions can be submitted in writing and are due by 4:00 P.M., local time, February 6, 2020 to BOTH Susan Grace DuBose at susangrace.dubose@qacps.org and cc: to Jacy Earls at jacy.earls@qacps.org. The Board of Education’s Main Phone number is 410-758-2403. Susan DuBose’s extension is x198 and Jacy Earls’ extension is x113.

3. RECEIPT OF BIDS
   a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. QACPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
   b. The Cost and Technical proposals will be submitted in separate envelopes. All inner and outer envelopes and packaging, used by FedEx, UPS and etc. are to be labeled with the following:
      ● “DO NOT OPEN”
      ● Indicate “Cost Proposal” or “Technical Proposal”
      ● Bidder Name
      ● Bid Number and Name
      ● Due Date and Time
   c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
   d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
   e. In the event of inclement weather on the date when bids are scheduled to be opened and the QACPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due
to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

4. **OPENING OF BIDS**

a. Sealed bids will be opened at the location, date, and time indicated on the Invitation to Bid/Bid Solicitation page. (page 3).

b. All bids received must include original signatures; no photocopies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

5. **ADDENDA**

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

b. Addenda will be available on the QACPS Finance Department Current Bid Requests webpage: [https://www.qacps.org/Page/155](https://www.qacps.org/Page/155). Please check periodically.

c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.

d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

6. **PREPARATION OF BID**

a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Project Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.

b. Bidder must submit one original proposal, with original signatures, plus two copies unless otherwise specified. Bids must be prepared on the proposal form(s) provided.

c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed to the address shown on the bid in the absence of written instructions from the bidder to the contrary.

d. The following items must be included in submission:

   i. Proposal pages completely and accurately filled out.
ii. Signature Acknowledgement Form completed and signed.

iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.

iv. Certificate of Compliance form completed and signed.

e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: http://dat.maryland.gov/businesses/Pages/Internet-Certificate-of-Status.aspx.

f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.

g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.

h. Failure to sign the bid document will result in rejection of the bid as non-responsive.

i. QACPS will not be responsible for any costs incurred by the bidder in preparing and submitting a proposal in response to this solicitation.

7. **BID PRICING**

a. All prices shall be firm up to the implementation date, but not to exceed January 1, 2021. QACPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.

b. QACPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.

c. In case of an error in the extension of prices in the bid, the unit price shall govern.

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

8. **TAXES**

a. Prices quoted shall not include federal excise tax, state sales or use taxes or any other taxes from which the Board of Education is exempt. Exemption certificates will be furnished upon request.
9. GUARANTEES AND WARRANTIES
   a. Should the awarded vendor(s) fail to comply with the terms of this guarantee, QACPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

10. BID OPENING
   a. Bids shall be opened in public at the time and place designated in the bid solicitation.
   b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Queen Anne’s County.
   c. Successful and unsuccessful bidders will be notified after the Board of Education of Queen Anne’s County approval. Bid tabulations will be available upon request. QACPS reserves the right to decline all bids. QACPS reserves the right to delay the decision to award the bid.

11. ERRORS IN BID SUBMISSIONS
   a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
   b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Finance Clerk. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Finance Clerk that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
   c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

12. AWARDS OR REJECTION OF BIDS
   a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that shall conform to the specifications established in the solicitation with consideration given to the quantities involved, the time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
b. QACPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.

c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of QACPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure QACPS of their qualifications.

d. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of QACPS.

e. In the event of a tie, other factors, such as past performance, will be considered in the award of the bid.

f. QACPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.

g. If, after competitive sealed bids have been opened, the Finance Clerk determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as a sole source procurement.

h. A recommendation for the award of a contract will be presented to the Board of Education of Queen Anne’s County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an QACPS contract document shall also be issued.

i. The Board of Education of Queen Anne’s County reserves the right to reject the bid of a bidder who has, in the opinion of QACPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.

j. The Board of Education of Queen Anne’s County retains the right to reject any and all bids, if it is deemed in the best interest of QACPS to do so.

k. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, QACPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

13. **CONTRACT FORMATION**

a. Notification of the contract award will be made by letter after approval by the Board of Education of Queen Anne’s County with a timeline based on the needs of QACPS.

b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.

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

14. PROTESTS

a. The Finance Clerk or designee (when the Finance Clerk administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Administrator for consideration.

i. The bidder must submit their concern, in writing, addressed to the Finance Clerk. It should include the following:
   • Name, address, contact information of the protester;
   • Statement of reasons for the protest;
   • Supporting documentation to substantiate the claim;
   • The remedy sought.

ii. The protest must be received by the Finance Clerk at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor’s responsibility to ascertain the date and time of award.

iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Queen Anne’s County is deemed to have waived any objection.

b. The Finance Clerk shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at $25,000 or above.

c. The Finance Clerk shall issue a decision in writing.

d. Should the protester disapprove of the Finance Clerk’s decision, they have the right to address the Board of Education of Queen Anne’s County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.

e. The Board of Education of Queen Anne’s County’s decision is deemed the final action at the local level.

f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with QACPS Board Policy and Maryland law.

15. CONTRACT ASSIGNMENT

a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the
Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Queen Anne’s County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.

c. QACPS reserves the right to approve or disapprove all subcontractors to be employed on a project. QACPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).

d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with the consent of the Contract Manager.

e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relationship between any subcontractor and QACPS.

16. MULTI-YEAR CONTRACT

a. Contracts that require funding appropriations for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.

17. HOLD HARMLESS

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

18. CONTRACT DISPUTES

a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Chief Financial Officer, who will communicate their decision in writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of
Queen Anne’s County. The local Board of Education has the right to hear appeals as provided by Maryland law.

b. The Board of Education of Queen Anne’s County, or its duly authorized representative, will review the appeal for the determination of such appeal and their findings shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the QACPS staff’s decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.

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

19. **TERMINATION FOR DEFAULT**

a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of QACPS. QACPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:

i. If the vendor fails to perform the services or provide the products within the time and manner specified herein or any extension thereof, or:

ii. If the vendor fails to perform any of the provisions of this contact, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:

iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specific authorization in the form of contract amendment, or:

iv. If a determination is made by QACPS that the obtaining of the contract was influenced by an employee QACPS having received a gratuity, or a promise; therefore, in any way or form.

b. In the event QACPS terminates the contract in whole or in part, QACPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to QACPS for any additional cost(s) incurred.

c. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations
of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

20. TERMINATION FOR CONVENIENCE

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

21. GOVERNING LAW AND VENUE

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

22. MULTI-AGENCY PARTICIPATION

a. QACPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to QACPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify QACPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to affect our administration of this contract.

c. QACPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor’s failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.

d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the
participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

23. **BILLING AND PAYMENT**
   
a. Invoices shall be submitted to: finance@qacps.org or in duplicate to:

   QUEEN ANNE’S COUNTY PUBLIC SCHOOLS
   Accounts Payable Department
   202 Chesterfield Ave.
   Centreville, MD 21617

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

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

24. **LIQUIDATED DAMAGES**
   
a. A date for delivery of services shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.

b. If the awarded vendor(s) fails to provide the services required within the prescribed time limits, the Contract Manager may elect to obtain services from an alternate source.

c. The awarded vendor(s) may be required to pay any additional cost(s) incurred by QACPS for obtaining replacement services.
d. QACPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.

e. The assessment of liquidated damages by QACPS against the awarded vendor(s) does not supersede or affect the right of QACPS to impose other remedies that may be available.

25. LAWS AND REGULATIONS

a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinances, and regulations and without such notices to QACPS they shall bear all costs arising therefrom.

b. All vendors and subcontractors must abide by the Board of Education of Queen Anne’s County policies and QACPS regulations while working on school property.

c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

26. PATENTS AND INTELLECTUAL PROPERTY

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

27. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

a. Be advised that individuals who are registered sex offenders are not eligible to work on any QACPS’ project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services’ Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a QACPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, QACPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. QACPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.

b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per QACPS Policy 406, “Criminal Background Checks on Employees and Volunteers.” If required, the awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on QACPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.

d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.

e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

28. **DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

a. All awarded vendors and subcontractors must abide by Board Policy 204, “Tobacco-Free School Environment,” while working on any QACPS property at all times.

b. The Board of Education of Queen Anne’s County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated thereunder and establishes a drug-free and alcohol-free workplace and school system.

c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

29. **WEAPON POSSESSION ON SCHOOL PROPERTY**

a. The criminal code of Maryland makes it illegal to possess a weapon on school property.

b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on QACPS property.

c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

30. **FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

a. An awarded vendor(s) that assigns employees to an QACPS project that do not speak English must have an on-site, full time interpreter.

b. Failure of the awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee’s native language for those employees that do not speak English is reason for immediate termination of the contract for cause.
31. **ILLEGAL IMMIGRANT LABOR**

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

32. **STUDENT/STAFF CONFIDENTIALITY**

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

33. **PUBLIC INFORMATION ACT NOTICE**

a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such materials, upon request, should not be disclosed by QACPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.

b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Public Information.

34. **FORCE MAJEURE**

a. Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. QACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. QACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against QACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.
35. **ETHICS POLICY**

   a. The Board of Education of Queen Anne’s County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.

   b. All bidders should carefully review Board Policy 104, “Code of Ethics,” which prohibits QACPS employees from benefiting from business with the school system.

36. **NON-COLLUSION**

   a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.

   b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

37. **CONFLICT OF INTEREST**

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

38. **eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION**

   a. Contractors are required to register with [https://procurement.maryland.gov/](https://procurement.maryland.gov/) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor’s self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.
QUEEN ANNE’S COUNTY PUBLIC SCHOOLS (QACPS)
SPECIFIC TERMS AND CONDITIONS
SECTION II

1. SCOPE AND BACKGROUND
Queen Anne’s County Public Schools has 7,778 students and comprises 14 schools: 2 high schools, 4 middle schools, and 8 elementary schools plus one alternative program. QACPS is seeking proposals from qualified firms experienced in providing e-Learning, online learning environments and web-based curricula. The district is requesting a comprehensive, integrated, full-featured program designed for web-based online learning. The program would be accessed by students both during and outside of the regular school day. A certified Maryland teacher (provided by the vendor) must be assigned to each class as the teacher of record.

Core and elective courses must align with State of Maryland COMAR regulations, be standards-based, include culturally competent curricula, competency-based assessment and be accessible to all learners.

The mission of the Queen Anne’s County Virtual Learning Academy (VLA) is to provide students of QACPS with a complete online learning opportunity. The Queen Anne’s County Board of Education supports online learning opportunities as an innovative method for delivering instruction to students. QACPS current VLA pilot platform is K12 (FuelEd). There are currently 20 students enrolled in the pilot program in grades K-8. The long term plan is to expand the program to K-12th grade. Preference will be given to companies offering high school courses that are or will be approved by the Maryland State Department of Education (MSDE) and that are acceptable to the National Collegiate Athletic Association (NCAA). All approval fees for high school courses will be paid by the vendor.

Bid Description:

QACPS expects the vendor to provide the district an enterprise-level application. The centralized online courseware program must provide a comprehensive standard curriculum aligned with the Maryland State College and Career Readiness Standards. The curricula must be up to date, relevant, and meet the needs of diverse learners.

The vendor awarded this contract shall train the selected QACPS on all features and functionality of the online courseware product. All associated costs and fees for training must be included and itemized in the submittal. The vendor must include 8-10 meetings with parents/students in their bid.

2. CONTRACT TERM
The contract term shall be effective for August 1, 2020 through June 30, 2023, contingent upon initial and continuing funding.
3. **CONTRACT TERMS**

a. QACPS retains the right to request best and final proposals and to negotiate billing and payment terms over a multi-year period with the finalist companies.

b. Initial funding (if approved by the Board of Education) is anticipated to be available in FY2021, beginning July 1, 2020.

c. Price decreases are acceptable at any time, need not be verifiable, and are required should the vendor experience a decrease in costs associated with the execution of the contract.

d. A contract shall be signed by all parties specifying the responsibility and duties of the vendor(s) obligations.

4. **PREPARATION OF PROPOSAL**

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

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

c. Technical Proposal:
   
i. Submit one original plus two copies and non-editable digital files on a USB Flash Drive of the Technical Proposal, in a sealed envelope, properly labeled on the outside with the bidder’s name and “TECHNICAL PROPOSAL”.
   
   ii. The Technical Proposal will include the following forms completed:
   
   - Signature Page
   - Statutory Affidavit and Non-Collusion Certification
   - Certification of Compliance
   - Technical Proposal, Part I—Required Functionalities and Features
   - Technical Proposal, Part II—Preferred Functionalities and Features
   - Technical Proposal, Part III—Questionnaire
   - Supporting documents

d. Cost Proposal:
   
i. Submit one original plus two copies of the Cost Proposal, in a sealed envelope, properly labeled on the outside with the bidder’s name and “COST PROPOSAL”.
   
   ii. The Cost Proposal will include the following form(s) completed:
   
   - Signed Transmittal Letter on Company Letterhead
   - Form of Proposal
iii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the pricing on the Form of Proposal.

5. **EVALUATION CRITERIA for Bids that Meet Technical Proposal (required functionalities and features.)**

a. A committee of a minimum of 5 QACPS staff will independently review and evaluate each technical proposal. This committee may include the Superintendent, the Deputy Superintendent of Schools, the Facilitator of the VLA, the Supervisor of System Accountability, the Supervisor of Technology Systems, the Supervisor of English, the Supervisor of Math, the Supervisor of Social Studies, the Supervisor of Science, a building based Principal, a Teacher Specialist, a Teacher, the Purchasing Manager or any others as assigned by the Superintendent or designee.

B. Proposals shall be reviewed and evaluated by an evaluation committee. The Technical Proposal will be evaluated to prioritize the list of Respondents according to a weighted number sequence, with a top possible ranking of 200 points. Committee members will evaluate the proposals based on the criteria provided in this section. The firms that meet the minimum requirements (80 points) will move to the second phase of the evaluation process. The Technical Proposal will be weighted at 80%.

c. The process for determining which vendor(s) to approve may take the form of a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the supplier's business including capacity, financials, quality assurance, organizational structure and processes and performance.

d. 200 points will be assigned for the technical proposal and will be assigned as follows:

**TECHNICAL PROPOSAL, PART I- REQUIRED FUNCTIONALITIES AND FEATURES**

- 100 - Curriculum - 25 points
- 101 - Platform - 16 points
- 102 - Teachers - 10 points
- 103 - Enrollment - 3 points
- 104 - Reports - 5 points
- 105 - Training - 7 points
- 106 - Support - 10 points
- 107 - Technical Requirements - 8 points
- 200 - Hardware - 7 points
- 201 - Enterprise Technical Requirements - 5 points
- 300 - Data Integration - 5 points
- 400 - Service Level Agreement - 4 points
- 500 - Help Desk Support - 5 points
- 600 - Trial Account Access - 4 points
- 700 - User Interface - 4 points 
**TECHNICAL PROPOSAL, PART II - PREFERRED REQUIREMENTS**

- High School Course Approval - 10 points
- Specials - 10 points
- World Language - 10 points

**TECHNICAL PROPOSAL, PART III - QUESTIONNAIRE**

- Business Structure – 13 points
- Insurance, Financial and Legal Issues – 6 points
- Experience of Staff Assigned to the Project – 8 points
- References – 12 points
- Understanding of Scope, Project, Approach and Identification of Outcomes – 10 points
- Exceptions – 3 points

e. Based on the information obtained via the evaluation, a supplier is scored and is either approved or not approved as one from whom to procure materials or services.

f. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.

g. Technical Proposals that do not meet an 80 point minimum will be deemed inadequate and will not be considered further.

h. For Technical Proposals that meet or exceed 80 points, cost proposals will be opened and evaluated on a weighted basis. Cost proposals for companies that meet the 80 point threshold will be opened at the conclusion of the technical proposal evaluation process and available upon request. The weighted basis for the cost proposal shall be 20%. A total of up to 50 points will be awarded with the maximum points given for the lowest overall calculated costs.

i. Final ranking will be made on the basis of the criteria and rubric listed above.

**6. VENDOR PERFORMANCE EVALUATION**

a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.

b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:

   i. Delivery
   ii. Response time
   iii. Backorders
   iv. Quality of deliverables
   v. Invoicing
   vi. Sales data (Contract data, non-contract data)
vii. Financial

c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. QACPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of QACPS.

7. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

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

a. Worker's Compensation

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

b. Comprehensive Automobile Liability

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

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

c. Professional Liability / Errors and Omission

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

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

i. Additional Insured

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

b. All awarded vendors and subcontractors must abide by Board Policy 705 “Student Data Governance and Privacy” and sign QACPS Data Sharing Agreement.

8. DEMONSTRATION

Vendors that are selected from the Technical and Cost Evaluation round must provide a no cost full-day on-site demonstration (if requested) to include the following:

- Live demonstration
- End user training and demonstration for curriculum and instruction team, administrators, and appropriate stakeholders. The details regarding this demonstration will be communicated to the Bidders upon selection as a finalist.
- Provide QACPS evaluation team members temporary access to all access of the proposed system for online viewing and quality/functionality assessment. Firms must provide detailed instructions, with relevant screen shots, on how evaluators log-in and maneuver within the system, and insure access throughout the duration of the evaluation period.
**QACPS RFP, VIRTUAL LEARNING ACADEMY**

**TECHNICAL PROPOSAL, PART I –**

<table>
<thead>
<tr>
<th><strong>Requirements:</strong> Additional sheets may be used, as needed, to provide comments as long as they are indexed with reference to the subject and sequence of this checklist.</th>
<th>Included in Bid? Please indicate: YES or NO</th>
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<tbody>
<tr>
<td>100 Curriculum:</td>
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</tr>
<tr>
<td>a. All curriculum is provided by vendor</td>
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<tr>
<td>b. Curriculum is aligned to MSDE standards - All courses must align to Maryland College and Career Readiness Standards</td>
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<tr>
<td>c. Laptop or chromebook will be provided from Vendor to students (preference is for K-2nd grade students to be provided with touchscreen enabled computers)</td>
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</tr>
<tr>
<td>d. All courses have been evaluated and comply with WCAG 2.1, Level AA accessibility guidelines and/or a timeline has been created for each course that does not meet WCAG 2.1, Level AA accessibility guidelines. This information and timeline will be provided to QACPS for each course. <a href="#">WCAG 2.1 MSDE Template</a> Each year of the contract, the vendor will provide an updated timeline for all courses If applicable, the vendor will pay for all courses to be MDSE formal WCAG 2.1 certification. <a href="#">Comar - 13A.04.15.07</a> <a href="#">Comar - 13A.06.05.06</a> <a href="#">Web Content Accessibility Guidelines (WCAG) 2.1</a></td>
<td></td>
</tr>
<tr>
<td>e. Course syllabi should be provided (when requested) to QACPS Curriculum and Instruction Team</td>
<td></td>
</tr>
<tr>
<td><strong>English:</strong> Vendors teachers must be willing to grade writing utilizing MCAP State Rubrics <a href="#">MCAP - Grade 3 - Informative Writing Rubric</a> <a href="#">MCAP - Grade 3 - Narrative Rubric</a> <a href="#">MCAP - Grade 3 - Opinion Rubric</a> <a href="#">MCAP - Grades 4, 5 - Informative Writing Rubric</a> <a href="#">MCAP - Grades 4, 5 - Narrative Rubric</a> <a href="#">MCAP Grade 4,5 - Opinion Rubric</a> <a href="#">MCAP - Grades 6-8 - Informative Rubric</a> <a href="#">MCAP Grades 6-8 Narrative Rubric</a> <a href="#">MCAP - Grades 6-8 - Argumentative Rubric</a></td>
<td></td>
</tr>
<tr>
<td><strong>Science:</strong> Science course need to align with the Next Generation Science Standards and incorporate the three domains of science (Science and Engineering Practices, the Disciplinary Core Ideas, and the Crosscutting Concepts.) <a href="#">COMAR - Science</a> <a href="#">Next Generation Science Standards</a></td>
<td></td>
</tr>
<tr>
<td><strong>Science:</strong> Science for all levels must include Environmental Literacy. <a href="#">COMAR Regulation for Environmental Literacy</a></td>
<td></td>
</tr>
</tbody>
</table>
### Social Studies:
- 4th grade Maryland State History class. The vendor must have or create a Maryland State History class for 4th grade. [Maryland Social Studies Standards and Framework - 4th grade](#)
- 8th grade history needs to be US history before 1865

### Health:
Middle school courses needs to include Consent and Sexual Assault and Abuse, Oral Health, Heroin and Opioids, and CPR. [Comar 13A.04.18.01](#)

### Financial Literacy:
A Financial Literacy component must be embedded or available as a small unit add on to comply with Maryland Regulation [Comar 13A.04.06.01](#)

### Platform:
- **a.** Content considered prior learning must be embedded in the course.
- **b.** Students/Parents can access courses on a laptop or cell phone.
- **c.** Text-to Speech (Read aloud) option for all content in all courses.
- **d.** Ability to accommodate IEPs and 504s – Provide 504 Plan and Special Education accommodations (capability for course level to be adjusted for students with 504 and Special Education Individual Education Plans (IEP))
- **e.** Access to courses 24 hours a day/7 day a week
- **f.** Adaptive learning and scaffolding in all courses for all students
- **g.** EL Support – Platform has translation to multiple languages other than English (e.g. Spanish, Arabic, etc.)
- **h.** Customized student pacing by course versus entire program on the same pacing
- **i.** Closed Captioning option for all content in all courses.
- **j.** Classes need to be asynchronous
- **k.** Support student/teacher communication through the platform
- **l.** Provide instructional materials that are engaging and include several types of media such as video, audio, graphics, interactive activities and online resources
- **m.** Ability to record audio, video, image drawing, highlight, and note-taking with the tool
- **n.** Provide a norm-referenced achievement test that measures a student’s reading level
- **o.** Social features including chat, email, and discussion board.
- **p.** Provide tools that support teacher-student communication within the program that is archivable.
- **q.** Provide administrators the ability to view student progress, past performance, student login history, and other detailed information on student use.
- **r.** Provide access to activities that address Social Emotional Learning
- **s.** Smooth process for feedback from teacher to students is included in platform
<p>| | |</p>
<table>
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<tr>
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<tbody>
<tr>
<td>t.</td>
<td>Parent portal or a way to communicate students progress with parents beyond access to their student’s grades.</td>
</tr>
<tr>
<td>u.</td>
<td>Mobile application with full functionality (WCAG 2.1) COMAR 13A.06.05.06 SAMPLE - WCAG 2.1 Checklist MSDE - WCAG 2.1 Checklist/Guideline</td>
</tr>
<tr>
<td>v.</td>
<td>Pathways to provide students feedback on their progress toward goals with the platform</td>
</tr>
<tr>
<td>w.</td>
<td>Feedback methods include grading, commenting, video, audio, and rubric based</td>
</tr>
<tr>
<td>x.</td>
<td>Traditional, competency, and standards-based grading capabilities.</td>
</tr>
<tr>
<td>y.</td>
<td>Ability to conduct authenticity checks in order to prevent plagiarism.</td>
</tr>
<tr>
<td>z.</td>
<td>Student view shows a calendar and progress among their overall coursework and assignments.</td>
</tr>
<tr>
<td></td>
<td><strong>102 All classes taught by Maryland Certified Teachers</strong></td>
</tr>
<tr>
<td>a.</td>
<td>All teachers will be certified in the state of Maryland (or the Vendor will transfer certification to get all teachers MD Certified.)</td>
</tr>
<tr>
<td>b.</td>
<td>Teachers information will need to be made available to QACPS.</td>
</tr>
<tr>
<td>c.</td>
<td>Grading will be complete by Vendor’s teachers</td>
</tr>
<tr>
<td>d.</td>
<td>Grades will be provided to QACPS following the QACPS calendar</td>
</tr>
<tr>
<td>e.</td>
<td>Teachers will perform diagnostic testing (ex. DIEBELS)</td>
</tr>
<tr>
<td>f.</td>
<td>Teachers will provide pacing for classes</td>
</tr>
<tr>
<td></td>
<td><strong>103 Enrollment</strong></td>
</tr>
<tr>
<td>a.</td>
<td>Online Registration and Course Enrollment</td>
</tr>
<tr>
<td>b.</td>
<td>Administrators, facilitators, and parents must have secure logins to monitor student progress.</td>
</tr>
<tr>
<td>c.</td>
<td>Option to extend a course if a student needs more time.</td>
</tr>
<tr>
<td></td>
<td><strong>104 Reports</strong></td>
</tr>
<tr>
<td>a.</td>
<td>Reports are highly customizable</td>
</tr>
<tr>
<td>b.</td>
<td>Ability to create unique reports, save reports, and auto generate recurring reports</td>
</tr>
<tr>
<td>c.</td>
<td>District can access district and school reports</td>
</tr>
<tr>
<td>d.</td>
<td>Ability to track user activity and idle time</td>
</tr>
<tr>
<td>e.</td>
<td>Ability to track attendance</td>
</tr>
<tr>
<td>f.</td>
<td>Central Office can retrieve usage data on all users.</td>
</tr>
<tr>
<td></td>
<td><strong>105 Training (please specify in RFP)</strong></td>
</tr>
<tr>
<td>a.</td>
<td>Specifics on face-to-face training</td>
</tr>
<tr>
<td>b.</td>
<td>Specifics on phone and email support</td>
</tr>
<tr>
<td>c.</td>
<td>Specifics on online training</td>
</tr>
<tr>
<td>d.</td>
<td>Parent information sessions</td>
</tr>
<tr>
<td>e.</td>
<td>Separate Orientation for students (K-5 and 6-8) (minimum # 3 each grade grouping)</td>
</tr>
<tr>
<td>f.</td>
<td>Orientation for parents (minimum # 3)</td>
</tr>
<tr>
<td></td>
<td><strong>106 Support</strong></td>
</tr>
<tr>
<td>a.</td>
<td>Ability for students and parents to contact a live teacher for support</td>
</tr>
<tr>
<td>b.</td>
<td>Ability for students and parents to contact technical support</td>
</tr>
<tr>
<td>107</td>
<td><strong>Technical Requirements</strong></td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------</td>
</tr>
<tr>
<td>a.</td>
<td>Minimum Technical System Requirements that meet the client computing device standards</td>
</tr>
<tr>
<td>b.</td>
<td>Compatible with Google Chrome enterprise environment</td>
</tr>
<tr>
<td>c.</td>
<td>All social features are audible and accessible by QACPS Engineers</td>
</tr>
<tr>
<td>d.</td>
<td>Please LIST all OS and Internet Browsers that are supported</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>200</th>
<th><strong>Hardware</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Laptop computers are provided by vendor</td>
</tr>
<tr>
<td>b.</td>
<td>Laptops are touch screen enabled</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>201</th>
<th><strong>Enterprise Technical Requirements</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Software MUST NOT require Flash plugin</td>
</tr>
<tr>
<td>b.</td>
<td>Software must be compatible with multiple browsers</td>
</tr>
<tr>
<td>c.</td>
<td>Software enterprise solution shall be externally hosted and managed by vendor</td>
</tr>
<tr>
<td>d.</td>
<td>Hosting is within the Continental United States of America</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>300</th>
<th><strong>Data Integration</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Vendor will support the initial and ongoing data migration process</td>
</tr>
<tr>
<td>b.</td>
<td>Vendor must appoint a data custodian to protect student confidentiality and security</td>
</tr>
<tr>
<td>c.</td>
<td>In the event of a data breach, the vendor’s data custodian shall report the incident to QACPS no less than 5 business days after provider learns of such use or disclosure.</td>
</tr>
<tr>
<td>d.</td>
<td>Vendor must have an individual who is authorized to execute contracts sign our Data Sharing Agreement <a href="#">QACPS Board Policy 705</a>  <a href="#">QACPS Board Policy 705.1</a>  <a href="#">QACPS Data Sharing Agreement</a></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>400</th>
<th><strong>Service Level Agreement (SLA)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>The vendor’s environment must be Family Education Rights and Privacy Act (FERPA) compliant</td>
</tr>
<tr>
<td>b.</td>
<td>QACPS requires that all data collected, analyzed and/or disseminated by the vendor remain the sole property of and for the exclusive use of QACPS</td>
</tr>
<tr>
<td>c.</td>
<td>Vendor will monitor platforms performance and up time. Reporting to the district staff of any outages.</td>
</tr>
<tr>
<td>d.</td>
<td>The SLA must include consequences for not meeting service level obligations (such as credit, reimbursement or termination of contract)</td>
</tr>
<tr>
<td>e.</td>
<td>Vendor must include Disaster Recovery Plan</td>
</tr>
</tbody>
</table>

<p>| 500 | <strong>Help Desk Support</strong> |</p>
<table>
<thead>
<tr>
<th>600</th>
<th><strong>Trial Account Access</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>The vendor shall provide trial accounts for the following end users: students, principals, curriculum and instruction team, district administrators, and parents.</td>
</tr>
<tr>
<td>b.</td>
<td>The trial accounts should include access, permission levels and role descriptions (matrix) for students, administrators, facilitators, and parents.</td>
</tr>
<tr>
<td>c.</td>
<td>The trial account should remain active for 180 business days after the bid opening date.</td>
</tr>
<tr>
<td>d.</td>
<td>The trial accounts information should include the URL, User ID, and password.</td>
</tr>
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</table>

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<thead>
<tr>
<th>700</th>
<th><strong>User Interface</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Age appropriate Updated Graphics/Gamification</td>
</tr>
<tr>
<td>b.</td>
<td>Easy and intuitive navigation for students and parents</td>
</tr>
</tbody>
</table>

Cost Proposal and Bid Summary Sheet:

All proposals should include cost associated with the purchase and implementation of the system.

1) Vendor must provide annual license cost with multi-year options.

2) Vendor must provide a breakdown of all initial startup cost: i.e. training and meetings.
**VIRTUAL LEARNING ACADEMY’S PREFERRED COMPONENTS CHECKLIST**

<table>
<thead>
<tr>
<th>PREFERENCES: Preferences will be given to vendors who have or will complete the following requirements:</th>
</tr>
</thead>
<tbody>
<tr>
<td>● Have all core classes approved by MSDE for at least 9\textsuperscript{th} grade (If Vendor does not have approval a timeline should be included to identify if/when vendor would be seeking approval)</td>
</tr>
<tr>
<td>● High school courses are NCAA approved</td>
</tr>
</tbody>
</table>

**Specials:**

- Specials course for Elementary – one class that contains health, pe, art, music (created or will be created). Course work should be 10 instructional hours in each section. Vendor may choose to make combined classes such as K-2 and 3-5.

- Specials course for Middle School – One class that contains semester of Art and a semester of music. Vendor may choose to make a combined class such as 6-8

**World Language:** Exploratory one semester class to explore Foreign Language – 15 instructional hours of French and 15 instructional hours of Spanish
This form or a facsimile thereof must be completed in its entirety and the requested documents submitted accordingly. Additional sheets may be included for lengthy responses but the question or line item number must be used as reference. Extraneous marketing materials or irrelevant information is not to be submitted.

1. **BUSINESS STRUCTURE:**
   1.1. Legal name of company.
   1.2. Date of establishment of company.
   1.3. Company’s address.
   1.4. Provide a brief company history.
   1.5. Is your company non-profit or for profit? If non-profit, does the company have an IRS 501c3 letter of determination?
   1.6. Approximately how many users do you have?
   1.7. Approximately how many schools and school systems use your product?
   1.8. How many employees do you have?
   1.9. What is the employee retention rate?
   1.10. Approximately what number or percentage of your employees have a background in education (teacher, administrator, etc.)?
   1.11. Provide a statement of ownership identifying all corporate investors, regardless of class or amount of stock, or provide the names of individual partners, if a partnership.
   1.12. Provide your company’s mission and vision statements and core beliefs.

2. **INSURANCE, FINANCIAL AND LEGAL ISSUES:**
   2.1. Include a copy of your agency’s professional liability and automobile insurance if it covers the individual staff members identified for this project. If not, then please confirm that each team member maintains his/her own professional liability and automobile insurance and agrees to maintain current insurance throughout the term of this contract.
   2.2. Include a notarized letter on a bank’s or accountant’s letterhead that verifies the company’s good financial standing and liquidity.
   2.3. List and briefly describe any past or pending lawsuits or legal actions including dates, status, reason for litigation, final disposition, and the like. If none, state ‘Not Applicable’.
3. EXPERIENCE OF STAFF ASSIGNED TO THE PROJECT:
3.1. Identify the team proposed for this project. Include their name, their proposed role, and a short Curriculum Vita identifying their educational and work experience.
3.2. Are any of the team members subcontracted?
3.3. Describe or attach a list of webinars or seminar series that these individuals and/or your company has developed only for online learning and personalized learning through VLA.
3.4. Have any of the team members identified above had a major role in developing these webinars or seminars? If so, who and what was their role.

4. REFERENCES:
4.1. Provide a representative client list.
4.2. From this list, describe a minimum of three projects for non-profit school systems such as QACPS where your company provided Virtual Learning Academies products and services closely aligned to the subject matter of this RFP. These references will be contacted. Include the following information:
   4.2.1. Contact name(s), title(s), phone and email addresses
   4.2.2. Date services were performed
   4.2.3. Synopsis of services provided

5. UNDERSTANDING OF SCOPE, PROJECT APPROACH AND IDENTIFICATION OF OUTCOMES:
5.1. Summarize your understanding of the project scope.
5.2. Using a spreadsheet (Excel), describe your approach to meeting the requirements, including the contents of specific engagements and timeline compliance.
5.3. Describe the implementation objectives to be achieved.

6. EXCEPTIONS:
Any terms/exceptions from the respondent that may differ from the conditions stated in this RFP must be clearly outlined here. Exceptions that are not in the best interest of QACPS may result in deducted points or rejection of the proposal.
### Business Structure:

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>1.1</strong></td>
<td>Legal name of company.</td>
</tr>
<tr>
<td><strong>1.2</strong></td>
<td>Date of establishment of company.</td>
</tr>
<tr>
<td><strong>1.3</strong></td>
<td>Company’s address.</td>
</tr>
<tr>
<td><strong>1.4</strong></td>
<td>Provide a brief company history.</td>
</tr>
<tr>
<td><strong>1.5</strong></td>
<td>Is your company non-profit or for profit? If non-profit, does the company have an IRS 501c3 letter of determination?</td>
</tr>
<tr>
<td><strong>1.6</strong></td>
<td>Approximately how many users do you have?</td>
</tr>
<tr>
<td><strong>1.7</strong></td>
<td>Approximately how many schools and school systems use your product?</td>
</tr>
<tr>
<td><strong>1.8</strong></td>
<td>How many employees do you have?</td>
</tr>
<tr>
<td><strong>1.9</strong></td>
<td>What is the employee retention rate?</td>
</tr>
<tr>
<td><strong>1.10</strong></td>
<td>Approximately what number or percentage of your employees have a background in education (teacher, administrator, etc.)?</td>
</tr>
<tr>
<td><strong>1.11</strong></td>
<td>Provide a statement of ownership identifying all corporate investors, regardless of class or amount of stock, or provide the names of individual partners, if a partnership.</td>
</tr>
<tr>
<td><strong>1.12</strong></td>
<td>Provide your company’s mission and vision statements and core beliefs.</td>
</tr>
</tbody>
</table>

### Insurance, Financial and Legal Issues:

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<tr>
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<tbody>
<tr>
<td><strong>2.1</strong></td>
<td>Include a copy of your agency’s professional liability and automobile insurance if it covers the individual staff members identified for this project. If not, then please confirm that each team member maintains his/her own professional liability and automobile insurance and agrees to maintain current insurance throughout the term of this contract.</td>
</tr>
<tr>
<td><strong>2.2</strong></td>
<td>Include a notarized letter on a bank’s or accountant’s letterhead that verifies the company’s good financial standing and liquidity.</td>
</tr>
</tbody>
</table>
### EXPERIENCE OF STAFF ASSIGNED TO THE PROJECT:

| 2.3 | List and briefly describe any past or pending lawsuits or legal actions including dates, status, reason for litigation, final disposition, and the like. If none, state 'Not Applicable'. |

#### EXPERIENCE OF STAFF ASSIGNED TO THE PROJECT:

| 3.1 | Identify the team proposed for this project. Include their name, their proposed role, and a short Curriculum Vita identifying their educational and work experience. |
| 3.2 | Are any of the team members subcontracted? |
| 3.3 | Describe or attach a list of webinars or seminar series that these individuals and/or your company has developed only for online learning and personalized learning through VLA. |
| 3.4 | Have any of the team members identified above had a major role in developing these webinars or seminars? If so, who and what was their role. |

### REFERENCES:

| 4.1 | Provide a representative client list. |

#### REFERENCES:

| 4.2 | From this list, describe a minimum of three projects for non-profit school systems such as QACPS where your company provided Virtual Learning Academies products and services closely aligned to the subject matter of this RFP. These references will be contacted. Include the following information: |
| 4.2.1 | Contact name(s), title(s), phone and email addresses |
| 4.2.2 | Date services were performed |
| 4.2.3 | Synopsis of services provided |

### UNDERSTANDING OF SCOPE, PROJECT APPROACH AND IDENTIFICATION OF OUTCOMES:

<p>| 5.1 | Summarize your understanding of the project scope. |</p>
<table>
<thead>
<tr>
<th>5.2</th>
<th>Using a spreadsheet (Excel), describe your approach to meeting the requirements, including the contents of specific engagements and timeline compliance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.3</td>
<td>Describe the implementation objectives to be achieved.</td>
</tr>
</tbody>
</table>

**EXCEPTIONS:**

Any terms/exceptions from the respondent that may differ from the conditions stated in this RFP must be clearly outlined here. Exceptions that are not in the best interest of QACPS may result in deducted points or rejection of the proposal.
In compliance with your request for proposal, the undersigned proposes to provide all labor, materials, equipment, and incidentals necessary and required to provide a Virtual Learning Academy in strict accordance with the specifications at the following prices: We plan on having 30 students for the 2021 school year, 40 for the 2022 school year and 50 for the 2023 school year.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF SERVICES</th>
<th>UNIT PRICE PER STUDENT</th>
<th># STUDENTS</th>
<th>ESTIMATED ANNUAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID: Virtual Learning Academy</td>
<td>VLA system open to all students to include all data conversion and system integrations for year 1</td>
<td>$</td>
<td>30</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Long-term cost to include a per year recurring cost that includes maintenance, all data conversion and system integrations for year 2</td>
<td>$</td>
<td>40</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Long-term cost to include a per year recurring cost that includes maintenance, all data conversion and system integrations for year 3</td>
<td>$</td>
<td>50</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TOTAL FOR YEARS 1 THROUGH 3:</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>ADD-ON 1: Assessment Platform</td>
<td>Assessment system open to all students to include all data conversion and system integrations for year 1</td>
<td>$</td>
<td>30</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Long-term cost to include a per year recurring cost that includes maintenance, all data conversion and system integrations for year 2</td>
<td>$</td>
<td>40</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Long-term cost to include a per year recurring cost that includes maintenance, all data conversion and system integrations for year 3</td>
<td>$</td>
<td>50</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TOTAL FOR YEARS 1 THROUGH 3:</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>ADD ON 2:</td>
<td>Support Services</td>
<td>Attach a separate sheet describing all available support packages and what the costs for each package would be in years one through three.</td>
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<tr>
<td>ADD ON 3:</td>
<td>On-Site Professional Learning/Training</td>
<td>Attach a separate sheet delineating the costs and options associated with this training. Be sure to provide pricing per facilitator or team, per hour or day, if there is a limit on the number of attendees per session, the cost (if any) of materials, etc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RFP 2020-01, Virtual Learning Academy
SIGNATURE ACKNOWLEDGING PROPOSAL

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

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

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

COMPANY:_____________________________________________________________________________
dba: _________________________________________________________________________________
REGISTERED MARYLAND CONTRACTOR NUMBER:___________________________________________
FEDERAL IDENTIFICATION: ____________________________________  DATE: ____________________
The undersigned has familiarized themselves with the conditions affecting the work, specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print):______________________________________________________________________
SIGNATURE OF ABOVE:___________________________________________________________________
TITLE: _________________________________________________________________________________
ADDRESS: _____________________________________________________________________________
_______________________________________________________________________________________
TELEPHONE # ___________________________________  FAX # _________________________________
E-MAIL ADDRESS (for correspondence): ______________________________________________________
E-MAIL ADDRESS (for receiving Purchase Orders): _____________________________________________
(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)

ACKNOWLEDGMENT OF ADDENDA (if applicable)
The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:
Addendum #1 ______________________  Addendum #2 ______________________
Addendum #3 ______________________  Addendum #4 ______________________
Addendum #5 ______________________  Addendum #5 ______________________
RFP 2020-01, Virtual Learning Academy
QUEEN ANNE’S COUNTY PUBLIC SCHOOLS
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

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

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

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

☐ required to be completed and notarized.

I, ____________________________________________, being duly sworn, depose and state:

1. I am the ____________________(officer) and duly authorized representative of the firm of the organization named________________________________________________________
whose address is ____________________________________________________________

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

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, or any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

c. been convicted of any criminal violations of an antitrust statute of the State of Maryland, another state, or the United States;

d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;

f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or

g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

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

   If none, write “None” below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

   ____________________________________________________________________________

   (you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

5. I affirm that this proposal or bid to the Board of Education of Queen Anne’s County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Queen Anne’s County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Queen Anne’s County may terminate any contract awarded and take any other appropriate action.
I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with the requirements of the Board of Education of Queen Anne’s County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

_____________________________________________________________________________
(Legal Name of Company)
_____________________________________________________________________________
(dba)
_____________________________________________________________________________
(Address)
_____________________________________________________________________________
(City) (State) (Zip Code)
_____________________________________________________________________________
(Telephone) (Fax)
_____________________________________________________________________________
(Print Name) (Title) (Date)
_____________________________________________________________________________
(Signature) (Title) (Date)

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

( ) Corporation ( ) Partnership ( ) Individual ( ) Other

If required to be notarized:
(Witness) (Title)

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

______________________________
NOTARY PUBLIC

My Commission Expires: ____________________________
RFP 2020-01, Virtual Learning Academy

CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by QACPS Board policies and regulations while working on QACPS property.

2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or QACPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.

3. Be advised that individuals who are registered sex offenders are not eligible to work on any QACPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services’ MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.

4. In the event that a registered sex offender is discovered to be working on a QACPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. QACPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
   
   a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
   
   b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
   
   c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State.

6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a QACPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature _______________________________________ Date ____________________________

Print name and title of signatory ______________________________________________________

Print name of company ______________________________________________________________