



# QUEEN ANNE'S COUNTY PUBLIC SCHOOLS

Where Our Future Begins

**REQUEST FOR PROPOSAL  
QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR THE  
QUEEN ANNE'S COUNTY BOARD OF EDUCATION  
RFP #2023-01**

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**ISSUED BY:** Purchasing / Finance Office  
Attention: Mrs. Jacy C. Earls

**RFP NUMBER:** RFP #2023-01

**RELEASE DATE:** April 21, 2023

**PROPOSAL DUE DATE:** May 12, 2023 @ 2:00 PM

**SEND PROPOSALS TO:** Mrs. Jacy C. Earls, Purchasing Specialist  
QACPS Purchasing Office  
202 Chesterfield Avenue  
Centreville, MD 21617

**DIRECT INQUIRIES TO:** [jacy.earls@qacps.org](mailto:jacy.earls@qacps.org) (email address)

## **PROPOSAL DOCUMENTS**

The bid documents may be obtained by:

1. Downloading the bidding documents from the Board's website at:  
<https://www.qacps.org/administrative-services/purchasing/>
2. Email [jacy.earls@qacps.org](mailto:jacy.earls@qacps.org) to request bidding documents.
3. Contact the Purchasing Office at 410-758-2403 x113.

**Respondents are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation. Doing so may render a Respondent's proposal unacceptable and subject to rejection.**

**Questions and inquiries may be addressed as outlined in Part II, 4.0 of this solicitation.**

**All questions must be directed to the QACPS employee specified above. Failure to adhere to this requirement may subject the respondent to immediate disqualification.**

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## **PART I: SCOPE OF WORK**

### **1.0 INTRODUCTION**

The purpose of this Request for Proposal (RFP #2023-01) is to solicit responses for a qualified law firm or individual to provide services as Counsel for the Board of Education of Queen Anne's County.

### **2.0 BACKGROUND**

The Board of Education of Queen Anne's County (hereinafter referred to as "Board") serves the needs of public education in Queen Anne's County. The Board operates 15 facilities which includes 8 elementary schools, 4 middle schools, 2 high schools, and an alternative education facility. The central administration headquarters is located at 202 Chesterfield Avenue, Centreville, Maryland 21617.

Queen Anne's County Public Schools (QACPS) consists of approximately 7,500 students and nearly 1,100 employees with an annual operating budget of over \$105 million.

Further information about QACPS is available at their website: <https://www.qacps.org/>.

### **3.0 SCOPE OF SERVICES**

The BOARD requests proposals for a Qualified Law Firm or Individual to provide services as Counsel for the Queen Anne's County Board of Education. The Board Counsel will provide advice, counsel, and general legal services to the Board in its capacity as the governing and appellate body of Queen Anne's County Public Schools. Board Counsel shall be present at monthly Board business meetings and other meetings as requested. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

### **4.0 NON-EXCLUSIVE**

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the most competitive cost. This contract is for the convenience of the Board and considered to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

### **5.0 MINORITY & LOCAL BUSINESS INITIATIVE**

The Board is continually seeking to provide services, program enhancements and procurement opportunities to help ensure the success of its qualified local minority and qualified local small businesses. The Board strongly encourages its Counsels to maximize the use of qualified local minority business and qualified local small business enterprises on projects. Prime Counsels are encouraged to seek and utilize locally based minority and women-owned subCounsels from within the geographical boundaries of Queen Anne's County. To be responsive in the bid or proposal submittal, the respondent or proposer shall either maximize the use of qualified local minority business and/or qualified local small business enterprises on each project or be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority business and/or qualified local small business enterprises.

## PART II: GENERAL TERMS AND CONDITIONS

### 1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected counsel agrees not to disclose or knowingly use any confidential or proprietary information of the Board of Education of Queen Anne's County and/or third party participants.

Proposal submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

### 2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for **three (3) years**.

The bidder warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.

Upon satisfactory service and by mutual agreement, the Board of Education of Queen Anne's County reserves the right to renew the contract. **The term of renewal shall not exceed two (2) additional renewal terms of one (1) year each.**

### 3.0 PRE-PROPOSAL MEETING

A pre-proposal meeting will **not** be held for this RFP. Questions and inquiries may be addressed as outlined in Part II, 4.0 of this solicitation (below).

### 4.0 QUESTIONS AND INQUIRIES

**Questions shall be submitted in writing to [jacy.earls@qacps.org](mailto:jacy.earls@qacps.org).** To be given consideration, the questions must be received **NO LATER THAN the day/time listed below**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on the QACPS website <https://www.qacps.org/administrative-services/purchasing/>. Please do not submit questions in PDF format.

**Questions Due: May 3, 2023, 1:00 p.m., EST.**

**Addendum Posted: May 5, 2023 (approximate date)**

### 5.0 POINT OF CONTACT: Jacy Earls, Purchasing Specialist Purchasing Office E-mail: [jacy.earls@qacps.org](mailto:jacy.earls@qacps.org)

## **6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION**

The Counsel's performance will be under the technical direction of the Chief Financial Officer who will be responsible for ensuring Counsel compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The Counsel shall be accountable to the end-users on all matters relating to the scope of work.

## **7.0 CONTRACT TYPE**

The contract resulting from this solicitation will be a fixed-price contract/requirements contract.

## **8.0 PAYMENT TERMS**

The Counsel shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

The Board reserves the right to reduce or withhold contract payment in the event the Counsel does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Counsel otherwise materially breaches the terms and conditions of the contract.

## **9.0 RFP REVISIONS**

Should it become necessary to revise any part of this RFP, addenda will be posted on the QACPS Purchasing website - <https://www.qacps.org/administrative-services/purchasing/>. All addenda, amendments, or changes issued shall be deemed received by the Counsel, provided they are posted to the Board QACPS Purchasing website. Failure of any Counsel to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Counsel from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

## **10.0 SUBMISSION DEADLINE**

In order to be eligible for consideration, proposals must be received at the Purchasing Office no later than **May 12, 2023 at 2:00 p.m.** The mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Purchasing Office prior to the deadline. Any bid received in the Purchasing Office after the submission deadline will be returned unopened. Delivery to the Board mailroom, lobby, receptionist, etc. shall not constitute delivery to the Purchasing Office which is located at 202 Chesterfield Ave, Centreville, Maryland 21617.

## **11.0 PROPOSAL OPENING**

The RFP Proposals will not be opened publicly, but in the presence of at least two (2) finance department employees. Once the proposals are opened, the Purchasing Specialist will prepare a document that summarizes the proposals received. This document will be available upon request in writing to Jacy Earls ([jacy.earls@qacps.org](mailto:jacy.earls@qacps.org)).

Technical proposals will be opened first and scored by the evaluation committee. Financial proposals will be opened last.

## **12.0 DURATION OF OFFER**

A proposal submitted in response to this solicitation is binding upon the Counsel and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

## **13.0 MINORITY & LOCAL BUSINESS INITIATIVE**

In accordance with QACPS goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Queen Anne's County, Maryland.

- A. For this project, the BOARD will recognize minority certification from the State of Maryland Department of Transportation (MDOT) and Queen Anne's County Government. If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT) and Queen Anne's County Government (QACG) must be provided to the Board's Purchasing Office prior to any respective proposal opening.
- B. The Board of Education of Queen Anne's County strongly encourages its Counsels to maximize the use of qualified locally based minority and women-owned businesses within the geographical boundaries of Queen Anne's County. The respondent or proposer should be able to verify, through documentation, that good faith efforts were engaged to maximize the use of qualified local minority and women-owned businesses in Queen Anne's County. Documentation of good faith efforts may be required to be submitted in the sealed proposal or proposal packet on the date and at the time due for the respective proposal or proposal submittal.

### **MINORITY BUSINESS ENTERPRISE PROGRAM – PROHIBITIONS**

State Law HB 389 and SB 611, Prime Counsel are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The Counsel must also use the MBE's services to perform the contract. In addition, the Counsel may not pay the MBE solely for the use of its name in the bid or proposal.

Prime Counsel may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

## **14.0 E-COMMERCE**

eMaryland Marketplace Advantage (<https://procurement.maryland.gov/>) is the primary site for the Board to advertise solicitations over \$25,000.

Notices of solicitations are also posted on our website <https://www.qacps.org/administrative-services/purchasing/> in accordance with State

Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

The eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement on the State's e-commerce website eMaryland Marketplace (eMM), recently replaced with eMaryland Marketplace Advantage (eMMA).

## **15.0 INSURANCE**

All Counsels shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

## **16.0 LIQUIDATED DAMAGES**

In the event the Awarded Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, QACPS reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of QACPS. All additional expenses incurred by QACPS as a result of such purchases will be deducted from the monies owed or monies which may become due.

## **17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**

### **Employees Having Direct Contact with and/or Uncontrolled Access to Students:**

- A. Any and all current and future employees of the Counsel who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services (CPS) clearance conducted by the Queen Anne's County Department of Social Services, and complete the SafeSchools training module – *Queen Anne's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around QACPS property or engaging in any authorized activities involving QACPS students. The background checks must be completed by the Human Resources Department in the Central Office Building (AKA Queen Anne's County Board of Education Building). No person may begin working in QACPS until 15 days after completing the background clearance process and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees, Counsels, subCounsels, agents, volunteers, outsourced temporary staff, Counsel and instructors of the Counsel must sign in and sign out and may require a copy of their government issued identification.

**Restrictions on Employee Assignments:**

Counsels are prohibited from assigning the following persons from working at a QACPS location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect

**17.1 CRIMINAL BACKGROUND CHECKS**

**1. GENERAL PROVISIONS**

- A. It is the responsibility of the Counsel to make certain that its employees, Counsels, subCounsels, agents, volunteers, outsourced temporary staff, Counsel and any instructors meet the background check and training requirements specified below.
- B. The Counsel agrees to provide the designated QACPS representative with a list of all current employees and an immediate update of changes in personnel, employees, Counsels, subCounsels, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
  - i. Title of the project
  - ii. School/Office
  - iii. Solicitation number
- C. An Executed Contract will not be issued by the QACPS Purchasing Office until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

**Compliance with Laws**

Counsels shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Counsel's violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Counsel.



## **Educational/Medical/Psychological Records**

The Counsel acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.

Any confidential information provided by THE BOARD to Counsel, including all copies thereof must be used by Counsel only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Counsel agrees to return to THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement; or with the express consent of THE BOARD. Counsel may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

## **Protection of Student Records**

Counsel and its affiliates or subCounselors, at their expense, have a duty to and shall protect from disclosure any and all Student Records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards. Counsel or its affiliates or subCounselors shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of THE BOARD or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access, and transportation of data containing Student Records;
2. Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Student Records, including but not limited to passwords; and
5. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically Counsel and its subCounselors or affiliates shall notify THE BOARD as soon as is practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Counsel or subCounselors or affiliates possess or control have been subject to a Student Records breach. The Counsel shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard Student Records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner Counsel or its affiliate’s obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Counsel as a service provider to THE BOARD.

## 18.0 LEGAL COMPLIANCE

- A. Counsel shall comply in all respects with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.
- B. Specifically, Counsels shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of Counsel and Counsel's subCounsels are screened through the Federal Government's E-Verify system, found at <https://www.e-verify.gov/>. This is a "no fee" service.

## 18.1 EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

## 19.0 BONDING (Not Applicable)

Respondents **will not be** required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR21.06.07.02)

**PERFORMANCE AND LABOR BOND** The successful respondent **will not be** required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10) The Board reserves the right to request performance and labor bond for amount over or under \$1000.

## 20.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Counsel's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Counsel's compliance with said legal requirements. If the Counsel fails to maintain legal compliance, The Board may find said Counsel in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any Counsel, or incorporated in any acknowledgement of contract awarded to the successful Counsel, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Chief Financial Officer of Queen Anne's County Public Schools.

## **21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING**

Counsel shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the bidder is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland.

Certificates of Status may be obtained online at <https://dat.maryland.gov/Pages/default.aspx>.

This requirement applies to both Domestic and Foreign (out of state) Bidders. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

## **22.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)**

**Personally Identifiable Information** includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

## **PART III: PROPOSAL FORMAT**

### **1.0 GENERAL FORMAT – TWO-PART SUBMISSION**

A. Counsels shall submit **in separate sealed envelopes** the following:

- Volume I - Technical Proposal
- Volume II - Financial proposal

Each envelope shall comprise the following:

1. The Technical proposal shall include **One (1) original (so labeled)** and **Five (5) copies** in a sealed envelope clearly labeled “Technical Proposal.” An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Counsel and the words Volume I: Technical Proposal.
2. The Financial proposal shall include **One (1) original (so labeled)** and **Five (5) copies** in a sealed envelope clearly labeled “Financial Proposal.” An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Counsel and the words Volume II: Financial Proposal.

B. Each envelope and the outside of each package shall, in addition, be labeled with the following:

1. The Counsel’s name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number
4. “DO NOT OPEN”

### **2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT**

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

#### **TAB A. TRANSMITTAL LETTER**

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

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Counsel to the contract, who will receive all official notices concerning this RFP.
2. The Counsel's Federal Tax Identification Number or Social Security Number.
3. A brief statement that the Counsel understands of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP.

#### **TAB B. TABLE OF CONTENTS**

#### **TAB C. EXPERIENCE AND CAPABILITIES**

Counsel shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Counsel provided these services; the number of clients and geographic locations the Counsel currently serves, etc. and has served; and if a past customer, why the Counsel is no longer providing services;
2. Organizational chart of the Counsel showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **three (3)** recent references from its customers who are capable of documenting the following: a) the Counsel's ability to manage similar contracts, b) the quality and breadth of services provided by the Counsel under similar contracts (See Appendix C).

#### **TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS**

1. The Counsel shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Counsel has not had its financial statements audited by an independent accounting firm, the Counsel must submit such un-audited financial

statements as it has. Some acceptable methods include but are not limited to one or more of the following:

- a. Recently audited (or best available) financial statements
  - b. Dunn and Bradstreet Rating
  - c. Standard and Poor's Rating
  - d. Lines of credit
  - e. Evidence of a successful financial track record
  - f. Evidence of adequate working capital
2. Counsel shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board.
  3. Counsel shall submit a State of Maryland Certificate of Good Standing or other filing verifying the Counsel is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained online at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Bidders (out of state). Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

#### **TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK**

The Counsel shall address each major requirement of Part IV (Scope of Work), separated by tabs if substantial.

#### **TAB F. FORMS**

1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Non-Collusion Certificate (Notarized) (Appendix D)
5. Completed Debarment Affidavit (Notarized) (Appendix E)
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Completed Certificate of Insurance Coverage (Appendix G)
8. Completed Financial Proposal Form (Appendix H)
9. Completed MBE Form (Appendix I)
10. Letter of Intent (Appendix J)

#### **Additional Documents/Forms Included with RFP:**

##### **Bid Forms**

Attachment 1 – QACPS School Calendar SY 2023/2024 & Board Meeting Dates Information

Attachment 2 – Notice of Non-Discrimination

#### **TAB G. TECHNICAL ELECTRONIC MEDIA (technical only)**

### **3.0 VOLUME II: FINANCIAL PROPOSAL**

- A. Counsels shall enter all price information on Appendix H, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.
- B. An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Counsel and the words Volume II: Financial Proposal.

**Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.**

## **PART IV: SCOPE OF WORK**

### **1.0 OBJECTIVE**

The Board requests proposals for a qualified law firm or individual to provide services as Counsel for the Queen Anne's County Board of Education (Board Counsel).

The primary objective of this Request for Proposal is to permit firms the opportunity to submit for consideration relevant Board of Education, school district, and other related legal experience, in addition to client references and a proposed schedule of charges.

#### **Background**

The Queen Anne's County Board of Education (The Board) consists of 5 members, all of which are elected positions. The Board also includes 2 non-voting student members. The Board sets and oversees policy and implementation of those policies for the school system.

Please also see Part I, 2.0.

### **2.0 INSTRUCTIONS**

Interested individuals/firms are invited to submit one (1) original signed proposal and five (5) additional hard copies according to the following:

- The proposals shall be in the format provided below;
- All requirements must be addressed in your proposal;
- The proposal must be received prior to the schedule closing time for receipt of proposals;
- All proposals, whether selected or rejected, shall become the property of the Board.

This Request for Proposals does not commit the Queen Anne's County Board of Education to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The Board reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposals. The Board further reserves the right to accept the proposal that it considers to be in the best interest of the Board.

### **3.0 SCOPE OF SERVICES**

The Board Counsel will provide advice, counsel and general legal services to the Board in its capacity as the governing and appellate body of the Queen Anne's County Public Schools (QACPS).

The Board Counsel may be required to:

- Provide advice and consultation with the Board of Education in connection with their general and specific powers and duties;
- Attend all Board of Education Meetings;
- Provide general legal services in matters where a conflict exists relative to the legal position of QACPS and the legal position of the Board;
- Provide advice, consultation and representation on student and personnel matters, including hearings and related proceedings;
- Assists in the development of employment contracts upon request;
- Provide advice with respect to all constitutional, statutory, and regulatory questions;



- Represent the Board before all administrative and judicial bodies;
- Render advice and counsel for legal matters including, but not limited to:
  - Appeals to the Board pursuant to Sections 4-205, 6-202 and 7-305 of the Education Article of the Maryland Annotated Code;
  - Instances where the Board needs further legal guidance in the decisions and/or actions taken or recommended by the Superintendent of QACPS; and/or,
  - Matters where the Board, in its sole discretion, deems necessary and appropriate.

The Board recognizes that any successful respondent will most likely have relevant experience in more than one sub-specialty of the law. The following list provides areas of law that the Board Counsel may encounter:

- Public School/Education Law, including matters related to Special Education
- Labor and Employment Law
- Contract Law
- Administrative Law

#### **4.0 CONTENT FOR PROPOSALS**

In order for proposals to be considered, said proposal must be clear, concise, complete, well-organized and demonstrate both respondent(s)' qualifications, and ability to follow instructions. Attention will be given to the quality of answers, not length of responses or visual exhibits.

The proposal shall be organized in the format listed below. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with Board requirements.

##### **A. Submittal Letter**

##### **B. Description of Firm**

This section should provide an overview and history of your firm, and its practice in Maryland, as well as the type of legal services for which your firm is submitting a proposal, and the approach that will be used in meeting the needs of the Board. Please also include your firm practice areas.

##### **C. Description of Experience**

Use this section to indicate the practice areas of your firm and how the firm's practice areas will support the Board's work. If applicable, include at least (2) school districts with similar demographics, along with the name(s) of individuals familiar with your work at school districts and/or Boards of Education and submitted as references, that can be contacted by Board staff.

##### **D. Team**

Please provide the names and resumes of staff who would be working with the Board. Specifically discuss the individual(s)' experience in providing legal and advisory services to an organization and program similar in size and scope as

specified in this RFP. Please indicate who the primary contact will be and who will be responsible for the day to day work with the Board.

#### **E. Miscellaneous**

Please provide the following additional information:

- Include a sample billing statement
- List any additional services that your Firm provides, but which were not listed in the Request for Proposals
- Provide details of any litigation against your Firm within the last five (5) years
- Copy of Firm's Professional Liability Certificate of Insurance

#### **5.0 EVALUATION CRITERIA**

A Selection Advisory Committee will evaluate and select those firms deemed to be the most highly qualified to perform the required services. The evaluation of proposals and the basis of award will be based on the review and analysis of numerous factors, which will include, but not limited to, the following:

- Background and experience in providing the work as identified in the Scope of Services section of this RFP
- Qualifications of personnel
- References of work done of similar nature
- Costs, including hourly rates for all levels of service and personnel, travel time costs, and costs for support services of word processing, copying, etc. (separately sealed envelope)

Upon evaluation of all submitted proposals, a limited number of Firms deemed most qualified to provide the requested legal services may be invited to present their qualifications and respond to questions from panel members.

For reference purposes, the evaluation committee plans to use the evaluation worksheet below:

**EVALUATION WORKSHEET FOR PROPOSALS**  
**QACPS RFP # 2023-01**  
**Legal Services**

Name of Firm: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

Signature/Date of Evaluator: \_\_\_\_\_

	Points Available	Points Awarded
<b>1. TECHNICAL EVALUATION CRITERIA - Weight Factor - 80%</b>	<b>80</b>	
A. Background, experience and capabilities in providing the work as identified in the Scope of Services section of this RFP.	35	
B. Qualifications of personnel.	20	
C. References of work done of similar nature.	10	
D. Approach to satisfying requirements.	10	
E. Fiscal integrity / financial stability.	5	
<b>Total Technical Score</b>	<b>80</b>	<b>0</b>
<b>2. FINANCIAL/COST EVALUATION CRITERIA - Weight Factor - 20%</b>	<b>20</b>	
Costs, including hourly rates for all levels of service and personnel, travel time costs, and costs for support services of word processing, copying, etc. (separately sealed envelope)	20	
<b>Total Financial Score</b>	<b>20</b>	<b>0</b>
<b>Total Technical &amp; Financial Score</b>	<b>100</b>	<b>0</b>
<b>3. MBE &amp; Local Business Initiative - Tiebreaker</b>	<b>1</b>	
In accordance with QACPS goals promoting minority and locally-based purchases, if all other factors are equal, priority shall be given to a locally-based firm.	1	
<b>Total MBE/Local Score</b>	<b>1</b>	<b>0</b>
<b>GRAND Total Technical, Financial &amp; MBE/Local Score</b>	<b>101</b>	<b>0</b>

**6.0 FINANCIAL PROPOSAL**

Submit in a separately sealed envelope.

## **PART V: EVALUATION AND SELECTION PROCEDURE**

### **1.0 EVALUATION COMMITTEE**

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Counsel whose proposal is the most advantageous to The Board, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.

### **2.0 EVALUATION PROCESS**

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Counsels. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Counsels and conducted by mail, e-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Counsels' technical proposals, including any discussions, the committee will rank each qualified Counsel's technical proposal.
- C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Counsels in any manner deemed necessary to serve the best interests of the Board.
- E. Counsels may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Counsel to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of The Board, the Board may invite Counsels to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Counsel whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

### **3.0 EVALUATION CRITERIA**

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Counsel's experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

See Part IV, Section 5.0 EVALUATION CRITERIA

**PART VI: APPENDICES**

## APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFPs

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Counsel's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Counsel's compliance with said legal requirements. If the Counsel fails to maintain legal compliance, The Board may find said Counsel in default.

### 1. REQUEST FOR PROPOSALS (RFP)

- a. DIRECTIONS: The Board of Education of Queen Anne's County (The Board) invites all interested and qualified Counsels to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "The Board" will mean The Board of Education of Queen Anne's County. Also, for the purpose and clarity of this document, "Counsel" will mean any reliable and interested broker, Counsel, supplier, Counsel, and/or manufacturer that want to respond to this RFP.

### 2. GENERAL REQUIREMENTS

- ~~a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Counsel is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.~~
- ~~b. INSPECTIONS: The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Counsel of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.~~
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Queen Anne's County.
- ~~d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Counsel will not be allowed to offer more than one price on each item even though the Counsel may feel that it has two or more types or styles that will meet specifications. Counsel must determine which to offer. If said Counsel should submit more than one price on any item, all prices for that item will be rejected.~~
- e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in

~~the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.~~

- ~~f. MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Counsel shall call said conflict to the attention of the Board's Chief Financial Officer for a decision before proceeding with any work.~~
- ~~g. USE OF BRAND NAMES: Brand names and model numbers are offered as a reference for Counsels as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.~~
- ~~h. PRODUCT OFFERED BY THE Counsel: The product offered by the Counsel shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Counsel shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.~~
- ~~i. COMPLIANCE WITH SPECIFICATIONS: The Counsel shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Chief Financial Officer. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Counsel, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Counsel's compliance with the specifications.~~
- ~~j. DEVIATIONS TO SPECIFICATIONS: Any deviation from the specifications must be noted in detail by the Counsel, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Counsel strictly accountable to The Board to the specification as written. Any deviation by the Awarded Counsel from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.~~
- ~~k. SUB-CounselS: The Awarded Counsel shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Counsel shall provide the name of the sub-Counsel(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Chief Financial Officer or his or her designee. The information~~



may be used in considering the potential performance capabilities of the sub-Counsel(s). The Awarded Counsel shall not, without prior written consent of The Board, assign any of the monies payable under the contract.

~~l. COOPERATIVE PURCHASING: The Board 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 shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Counsel 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. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.~~

~~Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(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 Bidder. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.~~

~~m. E-COMMERCE: The Board has entered into an agreement with a third party provider of an e-commerce system. The Awarded Counsel shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of the contract on the portal.~~

n. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL

1. In accordance with 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Queen Anne's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

2. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the QACPS Ethics Policy prohibiting Queen Anne's County Public School employees from benefiting from business with the school system. This policy can be found at <https://md01001006.schoolwires.net/domain/2393>.

3. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with the QACPS Ethics Policy.

### 3. PRICES

- a. UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. UNITS OF MEASURE: Wherever The Board indicates the unit of measure required and the Counsel's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Counsel's price will be recalculated. The Board will not accept any proposals with Counsel escalator clauses, unbalanced figures, or irregular features.
- c. DELIVERY CHARGES: All prices shall include be FOB Destination.
- d. CASH DISCOUNTS: Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. PRICE REDUCTIONS: The Board reserves the right to accept price reductions from the Awarded Counsel during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. TAXES: The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30001250) and Federal Excise Tax (Tax Identification Number 52-6001005). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

### 4. ITEM DELIVERY

- a. ~~GENERAL DELIVERY REQUIREMENTS: All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices—between 8:30 a.m. and 3:30 p.m.; to schools — between 9:00 a.m. and 2:30 p.m. The Awarded Counsel(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Counsel will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Counsel at a Board worksite. The Awarded Counsel shall be liable for the full replacement value of any delivery item lost or damaged.~~
- b. ~~SPECIAL DELIVERY INSTRUCTIONS: Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.~~
- c. ~~PACKING: All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of~~

~~each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Counsel Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.~~

- ~~d. SAFETY REQUIREMENTS: The Awarded Counsel shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Counsel shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Counsel shall submit Material Safety Data Sheets (MSDS) for all items awarded to that Counsel provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the Counsel must submit MSDS sheets to: Board of Education of Queen Anne's County, Chief Operating Officer, 202 Chesterfield Avenue, Centreville, Maryland 21617.~~
- e. LIQUIDATED DAMAGES: In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The Board reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The Board. All additional expenses incurred by The Board as a result of such purchases will be deducted from the monies owed or monies that may become due the Counsel.

## **5. GUARANTEE AND WARRANTIES**

- a. GENERAL REQUIREMENTS: Payment shall be based upon acceptance of goods or services by The Board. Counsel expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Counsel will bear the cost of inspection of all goods and services rejected. (b). The Counsel hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, Counsel must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Counsel, its employees, agents, volunteers, and Counsels who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Counsel.
- c. GUARANTEE PERIOD: The Counsel shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a

period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.

- ~~d. FURNITURE AND EQUIPMENT: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Counsel, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.~~
- ~~e. OFFICE EQUIPMENT: Counsel agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied, free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.~~
- ~~f. OTHER EQUIPMENT: Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.~~
- ~~g. MANUFACTURER'S AGENT: The Counsel shall act as the manufacturer's agent for all warranty claims.~~

## **6. MINORITY BUSINESS ENTERPRISES PARTICIPATION**

- a. For this project, the BOARD will recognize minority certification from the State of Maryland Department of Transportation (MDOT) and Queen Anne's County Government. If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT) and Queen Anne's County Government (QACG) must be provided to the Board's Finance Office prior to any respective proposal opening.
- b. Minority businesses are encouraged to submit bids in response to this notice.

## **7. BONDING**

- ~~a. BID BONDS: Bid Bonds may be required. Refer to General Terms and Conditions.~~

## **8. PROPOSAL SUBMISSION**

- a. KNOWLEDGE OF TERMS AND CONDITIONS: Counsels or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Counsel's own risk and Counsel cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Counsels.
- b. SUBMISSION: Proposals must be delivered to the Purchasing Office, 202 Chesterfield Avenue, Centreville, Maryland 21617. Counsel must submit technical and cost proposals as specified in the General Terms and Conditions. Counsel shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized

representative of the company. Each Consultant may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing. In the event of inclement weather on the due date of a bid and The Board is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Counsel, Due Date, RFP Number and Title. The Board shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **Counsel ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Counsel and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Counsel to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Counsels shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of The Board as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- ~~h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Counsels to do so. Samples may be retained by The Board until Counsels are notified to remove them. Counsels agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.~~
- i. ~~**SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Counsels shall be required to submit two (2) samples of each product awarded with an affidavit stating that~~

~~the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.~~

- j. PROPOSAL PREPARATION FEES: The Board will not be responsible for any costs incurred by a Counsel in preparing and submitting a proposal response.
- k. PROPOSAL EVALUATION Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Counsel, and the ability of the Counsel to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The Board will consider the Counsel's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.
- l. RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.
- m. RIGHT TO PROTEST: The Chief Financial Officer shall attempt to resolve informally all protest of bid award recommendations. Counsels are encouraged to present their concerns promptly to the Purchasing Specialist for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.
  1. An interested party (bidding of standing or Counsel) may protest to the Chief Financial Officer a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
    - a. The protest shall be in writing addressed to the Purchasing Specialist with a copy to the Chief Financial Officer and shall include the following:
      - The name address and telephone number(s) of the protester.
      - Identification of the solicitation
      - Statement of reasons for the protest
      - Supporting documentation to substantiate the claim
      - The remedy sought
  2. The protest must be filed with the Finance Office within five (5) calendar days of the recommendation of award or notification to the bidder or Counsel that their bid or proposal will be rejected.

3. A Counsel who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Purchasing Specialist shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The Chief Financial Officer shall confer with the counsel prior to issuance of a decision regarding disputes of contracts or awards.

### **Appeal of Contract Award Decision**

1. The Chief Financial Officer shall issue a decision in writing. Any decision of a bid award protest may be appealed to the Superintendent within two (2) days of issuance of the decision by the Chief Financial Officer.
2. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the Superintendent.
3. A Counsel who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public school law.

The Board reserves the right to award during protest during an appeal if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.

## **10. CONTRACT TERM**

The Counsel shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

## **11. COMMENCEMENT OF SERVICES**

The Board shall have no obligation to pay for services performed before the Board approves the contract or after it ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the award. The Board shall have no obligation to pay for services before a purchase order is issued.

## **12. ADDENDA**

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Purchasing Specialist. The subject field of the e-mail must include "INQUIRY" and the bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the

appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

### **13. ANNULMENTS AND RESERVATIONS**

- a **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive technical defects, if in its judgment the interest of The Board shall so require.
- c **CONTRACT RESERVATIONS:** The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The Board materials, products and/or workmanship inferior to that required by the Counsel, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Counsel(s). Should the Counsel(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Counsel(s). Should the Counsel be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d **AUTHORITY TO DEBAR OR SUSPEND:** The Chief Financial Officer shall have the authority to debar a person or company for cause from consideration for award of contracts.

### **14. TERMINATION OF CONTRACT**

- a **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Counsel. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b **TERMINATION FOR DEFAULT:** When the Counsel has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Counsel to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Counsel is not entitled to any costs incurred up to the date of termination. In the event of a default by the Counsel, this Contract may be terminated.



- c. **TERMINATION FOR CONVENIENCE:** The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Counsel, provided that Counsel shall be compensated for services rendered prior to the date of termination.
- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, be providing thirty (30) calendar days written notice to the Counsel(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the Counsel(s) up to the date of termination. The Counsel(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the Counsel(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the Counsel(s). Such language, when included, shall take precedence over the language of this specification.

## **15. GOVERNING LAW & VENUE**

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Centreville, Maryland.

## **16. CONTRACT TERMS AND CONDITIONS**

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Board of Education of Queen Anne's County, Accounts Payable Office, 202 Chesterfield Ave, Centreville, MD 21617 (unless otherwise noted).
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Counsel's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Counsel's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Counsel acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Counsel and its employees, agents, volunteers and Counsels shall maintain the confidentiality of all

medical, psychological, and student records in compliance with federal and state laws. Additionally, Counsel shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Counsel and The Board for the mutual disclosure of such records by and among the Counsel, The Board and The Board' employees, agents, volunteers and Counsels.

f. INDEMNIFICATION: Counsel shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Counsel or its employees, agents, or volunteers.

g. INSURANCE:

1. The Counsel must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-Counsel or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

2. The following coverages and limits are required of all Counsels:

- Worker's Compensation and Employer's Liability in the amount required by statutory regulations.
- Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Maryland Insurance Law) at not less than Five Million Dollars (\$5,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Contract.
- Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of and \$3,000,000 aggregate. Such insurance shall include contractual liability insurance.
- Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000) in the event the service delivered pursuant to this Contract, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Contract shall mean any services provided by a licensed, certified or otherwise documented professional.

3. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY, CENTREVILLE, MARYLAND 21617** and indicate paid up coverage for the term of the contract.

4. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, 202 CHESTERFIELD AVENUE, CENTREVILLE, MARYLAND 21617.
5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
6. The cost of the above insurance shall be considered an overhead or operating expense to the Counsel, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**
- h. NON-ASSIGNABILITY: This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.
- i. INDEPENDENT Counsel: Counsel is furnishing its goods and/or services hereunder as an independent Counsel, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. GENERAL RECORDS CLAUSE: Counsel's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Counsel to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. SOLE AGREEMENT: This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- l. PROTECTION OF PROPERTY: Counsel will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Counsel's failure to use reasonable care causes damage to any property, Counsel must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Counsel fails or refuses to make such repair or replacement, the Counsel will be liable for the cost, which may be deducted from payments due Counsel.
- m. PUBLIC STATEMENTS: Counsel shall not use or reference the Name or Emblem of The Board of Education of Queen Anne's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Counsel, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the

name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

#### **17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE**

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY, CENTREVILLE, MARYLAND 21617, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the Counsels control which prevent completion of service or delivery, the Counsel must secure temporary contractual relief. The circumstances and duration must be stated by the Counsel in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day to day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE.**

**APPENDIX B - ADDENDA ACKNOWLEDGEMENT**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE'S COUNTY BOARD OF EDUCATION**

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1 - Date Received \_\_\_\_\_

Addendum #2 - Date Received \_\_\_\_\_

Addendum #3 - Date Received \_\_\_\_\_

Addendum #4 - Date Received \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Counsel Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contact Phone Number

**APPENDIX C – REFERENCES (minimum of 3)**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE’S COUNTY BOARD OF EDUCATION**

**1.**

**Client Name:**

**Address:**

**Services Provided:**

**Date(s) of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

**2.**

**Client Name:**

**Address:**

**Services Provided:**

**Date(s) of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

**3.**

**Client Name:**

**Address:**

**Services Provided:**

**Date(s) of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

**4.**

**Client Name:**

**Address:**

**Services Provided:**

**Date(s) of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

**5.**

**Client Name:**

**Address:**

**Services Provided:**

**Date(s) of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

**APPENDIX D - NON-COLLUSION CERTIFICATE  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE'S COUNTY BOARD OF EDUCATION**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

representative of \_\_\_\_\_

whose address is \_\_\_\_\_ and

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

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the bidder or Counsel herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

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

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINTED OR TYPED NAME)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_



**APPENDIX E - DEBARMENT AFFIDAVIT  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR THE  
QUEEN ANNE'S COUNTY BOARD OF EDUCATION**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain proposal or RFP dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of Education of Queen Anne's County Board of Education:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

\_\_\_\_\_  
\_\_\_\_\_

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

x \_\_\_\_\_

x \_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX F - ANTI-BRIBERY AFFIDAVIT  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)  
RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE’S COUNTY BOARD OF EDUCATION**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the organization known as \_\_\_\_\_ and the party making a certain proposal or RFP dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of Education of Queen Anne’s County:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Officer, if the bidder is a corporation

x \_\_\_\_\_  
Partner, if the bidder is a partnership

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE'S COUNTY BOARD OF EDUCATION**

Counsel NAME: \_\_\_\_\_

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

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct.

<b>TYPE OF COVERAGE</b>	<b>MINIMUM REQUIRED LIMITS</b>	<b>POLICY OR BINDER NUMBER</b>	<b>ACTUAL LIMITS PROVIDED</b>	<b>EXPIRATION DATE</b>
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$2,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000			
WORKER'S COMP & EMPLOYER'S LIABILITY	AS REQUIRED BY STATUTORY REGULATIONS  500,000			
PROFESSIONAL LIABILITY, ERRORS & OMISSIONS	\$1,000,000			

( ) LIMITS ON ABOVE POLICY WILL BE INCREASED      ( ) ABOVE POLICY NOW IN EFFECT

( ) POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Queen Anne's County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to the Board of Education of Queen Anne's County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Queen Anne's County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Queen Anne's County is hereby granted authority to contact the agency directly to confirm Board of Education of Queen Anne's County information or obtain copies of certificates of insurance. The Board of Education of Queen Anne's County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Board of Education of Queen Anne's County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

The Board of Education of Queen Anne's County is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to The Board of Education of Queen Anne's County.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board of Education of Queen Anne's County.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

\_\_\_\_\_  
(AUTHORIZED AGENT'S SIGNATURE)

\_\_\_\_\_  
(DATE)

**APPENDIX H - FINANCIAL PROPOSAL FORM  
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)  
(Do not include pricing in technical proposal)**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE'S COUNTY BOARD OF EDUCATION**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**TO: Board of Education of Queen Anne's County**

We propose to provide \_\_\_\_\_ the Board of Education of Queen Anne's County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

**Instructions:**

Each Counsel shall provide an all inclusive, fixed price for each cost item listed on the Financial Proposal Form (Excel spreadsheets) included with the RFP. Respondents must provide pricing for all line items listed on the Financial Proposal Form. Price shall be fixed for the entire contracted award year(s). Respondents that do not conform with this request and alter the Financial Proposal Form may be declared non-responsive and no longer considered for award.

The undersigned agrees to furnish all labor, materials, and services necessary to provide the \_\_\_\_\_ for Board of Education of Queen Anne's County in accordance with the attached specifications, and other related contract documentation.

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**APPENDIX H - FINANCIAL PROPOSAL FORM  
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)  
(Do not include pricing in technical proposal)**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE'S COUNTY BOARD OF EDUCATION**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number/Email \_\_\_\_\_

Counsels shall provide fully loaded, all-inclusive hourly rates below. Reimbursable charges are not allowed. Hourly Rates are inclusive of travel, administrative charges, parking, supplies, etc. The number of hours (200) noted below is strictly hypothetical and for cost evaluation purposes only.

**GENERAL EDUCATION RATE:**

- Year 1: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_
- Year 2: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_
- Year 3: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_
- Year 4: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_
- Year 5: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_

**Total: Years 1 to 5 = \$\_\_\_\_\_**

**SPECIAL EDUCATION RATE:**

- Year 1: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_
- Year 2: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_
- Year 3: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_
- Year 4: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_
- Year 5: \$\_\_\_\_\_ /hour x 200 hours = \$\_\_\_\_\_

**Total: Years 1 to 5 = \$\_\_\_\_\_**

**The Board reserves the right to renew the awarded contract and negotiate the hourly rate at the time of renewal.**

**APPENDIX I - MBE FORM  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE'S COUNTY BOARD OF EDUCATION**

*This document must be completed, signed in blue ink by an authorized company official & submitted with your bid response.*

Counsel \_\_\_\_\_ Bid No. \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**FOR MINORITY USE ONLY**

LOCALLY BASED MINORITY BUSINESS: QAC MBE \_\_\_\_\_ QAC MWE \_\_\_\_\_  
MD MBE \_\_\_\_\_ MD MWE \_\_\_\_\_

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

Q.A.C. COUNTY GOVERNMENT: Certification No.: \_\_\_\_\_

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: \_\_\_\_\_

**APPENDIX J - LETTER OF INTENT TO APPLY**

**RFP #2023-01**

**QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR  
THE QUEEN ANNE'S COUNTY BOARD OF EDUCATION**

Send via email to: [jacy.earls@qacps.org](mailto:jacy.earls@qacps.org)

Attorney Letterhead

Date (Due no later than 5pm ET on May 2, 2023)

Dear Mrs. Earls,

On behalf of (*Institution Name*), we are pleased to inform you of our intent to submit a proposal for Legal Services. Our proposal will address all components of the Request for Proposal. We intend to submit a proposal to you by May 12, 2023, 2:00 pm.

Signed: \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
NAMES OF PARTNER ORGANIZATIONS: (if applicable)	
MAIN ADDRESS:	TELEPHONE:
MAILING ADDRESS (IF DIFFERENT):	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	



**ATTACHMENT 1  
2023-24 SCHOOL CALENDAR & BOARD MEETING DATES**

QACPS / School calendars are available at the website link below:  
<https://www.qacps.org/about-qacps/school-calendar/>

The approved Board Meeting schedule is available at the website link below:  
<https://www.qacps.org/board-of-education/#board-meetings>

The **tentative** 2023-24 Board Meeting schedule is as follows:

<b>2023-24 QACPS Board of Education Meetings</b>	
<b>July 5, 2023</b>	School Board Meeting - 6:00 p.m.
<b>July 19, 2023</b>	School Board Work Session - 5:00 p.m.
<b>August 2, 2023</b>	School Board Meeting - 6:00 p.m.
<b>August 16, 2023</b>	School Board Work Session - 5:00 p.m.
<b>September 6, 2023</b>	School Board Meeting 6:00 p.m.
<b>September 20, 2023</b>	School Board Work Session - 5:00 p.m.
<b>October 4, 2023</b>	School Board Meeting - 6:00 p.m.
<b>October 18, 2023</b>	School Board Work Session - 5:00 p.m.
<b>November 1, 2023</b>	School Board Meeting - 6:00 p.m.
<b>November 15, 2023</b>	School Board Work Session - 5:00 p.m.
<b>December 6, 2023</b>	School Board Meeting - 6:00 p.m.
<b>January 3, 2024</b>	School Board Meeting - 6:00 p.m.
<b>January 10, 2024</b>	School Board Budget Work Session - 4:30 p.m.
<b>January 17, 2024</b>	School Board Budget Work Session - 4:30 p.m.
<b>February 7, 2024</b>	School Board Meeting - 6:00 p.m.
<b>February 14, 2024</b>	School Board Budget Work Session - 4:30 p.m.
<b>February 21, 2024</b>	School Board Work Session - 5:00 p.m.
<b>February 28, 2024</b>	School Board Budget Work Session - 4:30 p.m.
<b>March 6, 2024</b>	School Board Meeting (Budget Presentation & Board Vote) 6:00 p.m.
<b>March 20, 2024</b>	School Board Work Session - 5:00 p.m.
<b>April 10, 2024</b>	School Board Meeting 6:00 p.m.
<b>April 24, 2024</b>	School Board Work Session - 5:00 p.m.
<b>May 1, 2024</b>	School Board Meeting - 6:00 p.m.
<b>May 15, 2024</b>	School Board Work Session - 5:00 p.m.
<b>June 5, 2024</b>	School Board Meeting - 6:00 p.m.
<b>June 19, 2024</b>	School Board Work Session - 5:00 p.m.
	approved TBD

## ATTACHMENT 2

### **Notice of Non-Discrimination**

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.

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

### **External Agencies**

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

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

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