



CECIL COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT

GEORGE WASHINGTON CARVER EDUCATION LEADERSHIP CENTER
201 BOOTH STREET • ELKTON, MD 21921

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Serving Learners, Families, and the Community

Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

Diana B. Hawley
President, Board of Education

NOTICE TO CONTRACTORS

The Board of Education of Cecil County Public Schools is seeking sealed RFPs for the following until the time and date indicated.

CCPS RFP #24-14: SCHOOL PORTRAITS & YEARBOOKS

February 27, 2024

2:00 PM (ET) Local Time

Sealed competitive RFPs for all labor, materials, equipment, transportation, and services necessary for the **CCPS RFP #24-14: SCHOOL PORTRAITS & YEARBOOKS** must be received in the Purchasing Department, Cecil County Public Schools by **February 27, 2024 - 2:00 PM (ET), Local Time** at which time they will be publicly opened and read aloud. All RFPs must be submitted in a sealed envelope addressed to the Cecil County Public Schools, Attention: Purchasing Department, 201 Booth Street, Elkton, Maryland 21921-5684. The envelope must be identified on its face with the name of the person, firm, or corporation making the RFP and plainly marked “**CCPS RFP #24-14: SCHOOL PORTRAITS & YEARBOOKS– DUE: February 27, 2024 - 2:00 PM (ET), Local Time**”. The Cecil County Public Schools will not be responsible for the premature opening of an RFP not properly addressed and identified. Should the Central Office close due to an unexpected circumstance, the RFP opening will be February 28, 2024 - at 2:00 PM (ET), Local Time. Note: The closing of schools does not constitute the closing of the Central Office Building. Please see the Cecil County Public Schools website: www.ccps.org/, for details on closings and an up-to-date schedule.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Copies of the RFP document may be obtained from the www.ccps.org/Page/458. If you have any questions about downloading the document, call 410-996-5429. Offerors obtaining the documents from the website are encouraged to review the website frequently to learn of any changes that may be made. Interested Proposers are solely responsible for obtaining all relevant documents for CCPS solicitations, including, but not limited to: ITB/RFP/RFI documents, addenda, attachments, drawings, and appendices. Information and documents may be posted on the due date of the solicitation.

Questions regarding this RFP must be sent, and received by e-mail only, by 12:00 noon (ET), February 20, 2024, to Kay Porter, Purchasing Agent, Purchasing Department, Cecil County Public Schools at procurement@ccps.org. An acknowledgment of receipt of the e-mail will be sent by return e-mail to the sender. If an email acknowledgment is not received within one business day, please contact Purchasing at 410.996.54929.

Board of Education of Cecil County
Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

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The Cecil County Public Schools prohibits discrimination in its educational programs, activities, and employment on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability. Further information can be found in Policy AC on BoardDocs <http://www.boarddocs.com/mabe/cecil/Board.nsf/Public>

INSTRUCTIONS TO BIDDERS/PROPOSERS

Definition of Terms

- Owner - The Cecil County Board of Education, also known as Cecil County Public Schools (CCPS) or its designated representative.
- Contractor - The successful bidder/proposer to whom this contract is awarded.
- Contract - It is the intent of the Owner that should this bid/offer be accepted and awarded, the General Conditions, Specific Conditions, Addenda, and Forms indicated as required, and the Purchase Order, will become the Contract.
- Addenda are written or graphic instruments issued prior to the bid/proposal due date, which modify or interpret the bid/proposal documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Document.

Addenda: If clarification or questions arise about instructions, terms, conditions, specifications, or other verbiage, a request must be made in writing to the Purchasing Department of the Cecil County Public Schools not later than five (5) working days prior to the time and date set for the bid/proposal opening, unless otherwise indicated in the request for bids/proposals. Inquiries must be sent to procurement@ccps.org. If necessary, the CCPS will respond to requests in the form of an addendum posted for all potential bidders/proposers.

Access to Technical Information and Pricing: Bidders/Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information, or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by CCPS under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Blanket requests for the entire proposal to be held confidential will not be considered.

CCPS will determine, in its sole discretion, which (if any) portions of the Proposer's submittals are confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential". Failure to clearly identify confidential, proprietary, or trade secret information will be an indication to CCPS that the entire bid/proposal is available for public disclosure.

The Maryland Public Information Act (MPIA) is used to request information from public agencies before and after a solicitation process. CCPS will not share pricing or other information during a solicitation that may give any bidder(s)/proposer(s) an unfair advantage or disadvantage.

Alternate Offers: The Owner reserves the right to evaluate the quality of items offered as alternate or equivalent, and further reserves the right to reject any or all items judged not equivalent as determined by CCPS.

Anti-Bribery: All proposed submissions must include a completed, signed, notarized "Anti-Bribery Form." Signing the form certifies full compliance with Maryland State Procurement Article 21, Section 3-405.

Brand Identification: Items contained within this ITB/RFP may use product specifications and item descriptions which include brand names, manufacturer names, or model numbers. Bidders/proposers must choose which specific brand, manufacturer, or model number for the items and/or services to offer. CCPS will be the sole determinant of which item(s) are an "approved equal" during the evaluation process after bids/proposals have been submitted.

Calendar Days: Where the solicitation requires the bid/proposal to state a number of days, or to submit a milestone chart, the days used must be calendar days unless otherwise specified.

Corrections: All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten next to the crossed-out error. Any correction must be initialed in ink by the person making the correction. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and must be printed in ink or typewritten.

Data Reporting: In order to maintain compliant with Maryland law 7-910 and audit procedures, CCPS requires all vendors to submit a **VPAT**, a **SOC2 REPORT**, and complete a **DATA-SHARING AGREEMENT**.

Debarment Disclosure: If a bidder has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the bidder must disclose that information in its bid. All bid submissions must include a completed copy of the “Debarment” form included in the bid packet. Failure to complete and submit the “Debarment” form may cause the bid to be rejected as non-responsive.

Delivery of ITB/RFP Submission:

- Time: Offers received after the time and date stated on the Invitation to Bid (ITB) or Request for Proposals (RFP) will be retained, unopened, in the Purchasing Office. Postmarks or dating of documents will be given no consideration in the case of late bids/proposals. A bid/proposal will be considered received when it is delivered to the Purchasing Office.
- Method: Bids delivered in Federal Express, UPS, or any other such deliverer’s envelope must be sealed in a separate envelope inside the deliverer’s packaging. Failure to do this may cause the bid to be inadvertently opened. CCPS is not responsible for failure of any courier to meet the due date and time for the submittal delivery requirement.

Dispute Resolution: Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid/proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means. Any ADR hearing or arbitration will take place in the State of Maryland.

Duty to Examine: It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, check its bid for accuracy, and determine if an addendum has been issued before submitting the bid. Lack of care in preparing a bid must not be grounds for withdrawing the bid after the proposed due date and time, nor must it give rise to any contract claim. Bidders/Proposers must acquaint themselves with the delivery site(s), and with any problems attached thereto.

e-Maryland Marketplace Advantage All bidders/proposers must be registered with the new e-Maryland Marketplace Advantage website to receive an award of a bid/proposal. No award will be made to a vendor who is not registered with the new e-Maryland Marketplace Advantage. Go to procurement.maryland.gov for more information.

Exceptions to Terms and Conditions: A bid/proposal that takes exception to a material requirement of any part of the solicitation, including a material term and condition, may be considered a non-responsive bid/offer and unable to be awarded.

Facsimile or Electronic Offers: All bids/proposals must be delivered in a sealed envelope with originals signed by an officer capable of committing the proposer to contractual relationships. Faxed or e-mailed bids are not acceptable and must be rejected.

Governing Law and Dispute Resolution: Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland in Cecil County.

Informalities: An informality is defined as a requirement of the specifications that is needed for informational purposes only. Failure on the part of a bidder/proposer to provide it would have no impact on the outcome of the bid. In such cases, the bidder/proposer failing to supply the information may be given a specified period of time to comply. If the bidder/proposer fails to comply in that time period, the bid/offer will be rejected as non-responsive. No award will be made unless all required information is received by the Owner.

Insurance Requirements: Obtaining the specified Insurance Certificates is a requirement and work must not commence until coverages at the level required have been obtained at the contractor's expense. The contractor must not allow any subcontractor to commence work until similar insurance coverages required of the subcontractor have been obtained and approved by the contractor.

Minority Business Enterprise: Minority Business Enterprises are encouraged to participate in this solicitation. If the Bidder/Proposer has a plan for Utilization of Minority Businesses, please provide information with the bid/offer submittal.

Non-collusion: All proposed submissions must include a completed "Non-Collusion Affidavit." By signing the "Offer and Acceptance Form" the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.

Offer and Acceptance Form: By signing the "Offer and Acceptance Form" or other official contract forms, the bidder/proposer certifies that the price is offered without prior understanding, agreement, or connection with any corporation, firm, or person submitting a price for the same products/services. The bidder/proposer certifies that they understand that collusive proposing is a violation of federal/state law.

Offer Acceptance Period: Bids/Offer are irrevocable offers for Ninety (90 days) after the bid opening time and date.

Original Signature: The "Offer and Acceptance Form" with an original signature by an authorized individual must be submitted with the bid/proposal. The original signature signifies an unequivocal intent to be bound by the bid/proposal and its terms and conditions. Failure to submit a completed, signed "Offer and Acceptance Form" may cause a bid/proposal to be considered non-responsive.

Pre-Bid/Proposal Meeting: If a pre-bid/proposal meeting has been scheduled under this solicitation, the date, time, and location appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. A bidder should raise any questions they may have about the solicitation or the procurement at that time. A bidder may not rely on any verbal responses to questions at the meeting. Material issues raised at the conference that result in changes to the solicitation must be answered solely through a solicitation addendum.

Prices and Delivery: All proposed prices must be FOB delivered to the location(s) indicated in the Specific Conditions and must be total net price. No additional charge will be allowed for freight. Delivery by rail freight or express will not be accepted. Deliveries must be made inside the building(s) or as indicated by CCPS otherwise. In no case will collect shipments or sidewalk deliveries be accepted. Items delivered from this bid are the Contractor's responsibility until they are delivered to, and accepted by, participating jurisdictions on their premises.

Post-Proposal Information: The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. Subcontractors and other persons and organizations proposed by the proposer and accepted by the Owner must be used on the work for which they were proposed and accepted and must not be changed except with the written approval of the Owner.

Protests: All protests must be in writing and must be delivered to the Assistant in Purchasing or Purchasing Specialist at the address listed on the Invitation to the Bidder/Proposer. A protest of a solicitation must be received in writing only within ten (10) business days after the protest of award.

A protest must include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the solicitation or proposal number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

Purchaser's Right of Selection: The Board of Education reserves the right to accept this bid/proposal in part, in whole, or in any way it will serve its best interests. The Owner reserves the right to reject any and all bids that comply with these specifications or to accept a higher bid/proposal that complies provided that in the judgment of the Board of Education, the items offered under the higher bid/proposal have additional values or functions that justify the price difference. The Board of Education reserves the right to waive any informality in bids received when such waiver is in the best interest of the Board of Education. The Board of Education reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on-time contracts of a similar nature.

Quantities: The quantities, if given, are intended only as a guide and are accurate to the best of our ability to forecast future requirements. However, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as a minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Receipt and Opening of Bids/Proposals: Sealed Competitive Bids/Proposals will be received until the time and date indicated in the "Notice to Bidders" or "Notice to Proposers" document, in the Purchasing Office, at the George Washington Carver Education Leadership Center, 201 Booth Street, Elkton, MD 21921.

Bids/Proposals received prior to the time of opening will be securely kept unopened. The Purchasing Agent or designee, whose duty it is to open them, will decide when the specified time has arrived. No bids/offers received thereafter will be considered. All bids to be considered must be in the hands of the Purchasing Agent or designee prior to the time set for the solicitation opening. Should the Central Office close due to an unexpected circumstance, the solicitation will be rescheduled for the next CCPS business day or at a later time in which an addendum will be issued with specific details. Note: The closing of schools does not constitute the closing of the Central Office Building. See the CCPS (www.ccps.org) website for further details.

The person, firm, or corporation submitting a bid/proposal must submit it in a sealed envelope addressed to the Cecil County Public Schools on or before the day and hour stated. The envelope must be identified and prominently marked with the name of the firm or company submitting the bid/proposal and plainly marked with the title, bid/proposal number, and the time and date the bid/proposal is due, as indicated in the Notice to Bidders/Request for Proposals. CCPS is not responsible for the premature opening of a bid/proposal not properly addressed and identified.

Registered to do Business in the State of Maryland: Pursuant to Section 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland must be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in the State, a foreign corporation must qualify with the State Department of Assessments and Taxation.

Review, Approval, or CCPS Acceptance: Products and services, nor payment for any of the services required under this contract must be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract. The Contractor must be and remain liable to CCPS in accordance with applicable law for all damages to CCPS caused by the Contractor's negligent performance for any of the products or services furnished under this contract.

Rights and remedies: Rights and remedies provided for under this contract are in addition to any CCPS rights and remedies provided by law. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Proposer must call the attention of the applicable CCPS designee(s) to such conflict for a decision before proceeding with any work.

Special Accommodations: Any bid/proposer needing special ADA accommodations to attend the solicitation pre/bid or opening should notify the Purchasing Office, at (410) 996-5429 no later than one (1) week prior to the published pre-bid/proposal or opening date.

Taxes: No charge will be allowed for federal, state, or municipal sales and excise taxes from which the Owner is exempt. Exemption certificates, if required, will be furnished upon request by the bidder. Nothing in these Instructions and Conditions must be construed as relieving the Contractor of their responsibilities in paying all applicable taxes.

Tie Bids: Place of business may be a consideration in cases where identical bids have been submitted and a failed attempt has been made to renegotiate a lower price between the bidders. The award will be made to the Cecil County-based bidder, the out-of-county Maryland-based bidder, the out-of-state bidder and by lottery following this preference order.

Unit Price Prevails: Where applicable, in the case of a discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate must govern.

End of Section

GENERAL CONDITIONS

Addenda: It is the bidder's/proposer's sole responsibility to monitor the CCPS Purchasing website: www.ccps.org to ensure that they download any additional addendums or clarifications prior to submitting their bid/proposal and duly acknowledge receipt of and full understanding of any addenda on the proper bid/proposal submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non-responsive and ineligible for award. It is highly recommended that the submitting bidder/proposer ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder to obtain any such addendum or interpretation will not relieve the bidder's/proposer's company from any obligation under their proposal as submitted.

Adjustments to Contract: After the award of the Contract, questions and correspondence relative to requests for deviation from "Instructions to Bidders/Proposers", "General Conditions", or the "Specific Conditions" of the Contract must be directed to the Purchasing Office. In the event that the Contractor is unable to deliver the goods and services of the contract as a result of strikes or acts of God, the Contractor must be held responsible for securing temporary relief in the delivery of the items. The contractor must contact the Purchasing Office within 48 hours in writing prior to such changes to ensure they are acceptable and in agreement with the Purchasing Office. Any change permitted under the terms of this contract will be only as authorized by the Purchasing Agent/Specialist in the form of a contract amendment or a written Purchase Order Change Notice.

Advertising and Promotion of Contract: The Contractor must not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an authorized representative of the CCPS Purchasing Office.

Application: The Contractor understands and agrees that this Contract is entered into solely for the convenience and economic advantage offered to the Owner.

Assignment and Delegation: The Contractor must not assign any right nor delegate any duty under this Contract without the prior written approval of the Purchasing Agent/Specialist.

Authority: This Contract is issued under the authority of the Owner. Changes to the Contract including the addition of work or materials, the revision of payment terms, or the submission of work or materials, directed by an unauthorized CCPS employee or made unilaterally by the Contractor are violations of the Contract and applicable law. Such changes, including unauthorized written Contract amendments, must be void, and without effect, the Contractor must not be entitled to any claim under this Contract based on those changes.

Award Bidder/Proposer: The Award Bidder/Proposer must provide the items and perform the services with a responsible and professional standard of care, skill, and diligence normally provided by a Contractor in the performance of product or services delivery for the items/services specified. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor must be responsible for the professional and technical accuracy of its work furnished to the Owner under this agreement.

The Awarded Bidder/Proposer must and will, in a professional manner, perform all services, except as otherwise specified, necessary or proper to perform and complete all the work required by this contract, within the time specified, in accordance with the provisions of this bid/proposal and the specifications covered by this contract and any and all supplemental specifications, in accordance with the directions of the Board of Education. The Contractor must observe, comply with, and be subject to, all terms conditions, requirements, and limitations of the Bid/Proposal and Specifications and must complete the entire scope of work to the complete satisfaction of CCPS.

Award Bidder/Proposer must be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Bidder's/Proposer's Obligation: Bidder's/Proposer's must abide by and comply with the true intent of the Bid/Proposal and Specifications and not take advantage of any unintentional error or omission, but must fully complete every part with the true intent and meaning of the specifications, as decided by CCPS, and as described. Deviations, exceptions, omissions, and alternates, etc., in the bid/proposal submission, may render the bid/proposal non-responsive.

Certification of Compliance: The Owner requires compliance with all applicable provisions listed below including amendments or Executive Orders thereunder and implementing standards and regulations resulting from the following Acts:

Energy Policy and Conservation Act (PL 94-163); Provision of the Occupational Safety and Health Act, the National Occupational Safety and Health Act, Equal Employment Opportunity, Provisions of the Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60), and Attachment O of OMB Circular A102.

Compliance with Applicable Law & Regulations: The materials and services supplied under this Contract must comply with all applicable federal, state, and local laws and the Contractor must maintain all applicable licenses and permits.

Contract: A bid or proposal submittal does not constitute a contract nor does it confer any right on the bidder/proposer to the award of a contract. A contract is not created until the submittal is accepted in writing by an authorized representative of CCPS or awarded through a sealed competitive bid or a sealed competitive proposal solicitation process and awarded by the Cecil County Board of Education.

All Bids and Proposals with respect to all items accepted, addenda, agreements, and all papers and documents accompanying the solicitation, including these general and specific conditions will constitute the Formal Contract between the Bidder and CCPS upon acceptance by Cecil County Public Schools or award by the Cecil County Board of Education.

Damage: The Contractor will be held responsible for, and will be required to make good at its own expense, any and all damages done or caused by it or its agents in the execution of this contract.

Data Storage: Data will not be stored outside the United States without prior, specific, informed written consent by Cecil County Public Schools (authorized Owner).

Data Collection, Use, and Sharing: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS. Vendor will collect and use Cecil County Public Schools data only to fulfill its duties and provide services under the Agreement between the parties. The vendor will not share client data, including anonymized data, with or disclose it to any third party.

Exceptions to send data to affiliated subcontractors, agents, or third-party service providers of the Vendor as required to fulfill the purpose of the Agreement, may only be made with prior specific and informed written consent by Cecil County Public Schools.

Data Mining, Marketing, and Advertising: The vendor is prohibited from collecting Cecil County Public Schools data for any purposes other than those agreed to by the parties. Data mining or scanning of user or Board of Education content for the purpose of advertising or marketing to students, their parents/guardians, or Board of Education employees and staff is strictly prohibited.

Data Ownership: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS.

Digital Tools Accessibility Compliance: CCPS is committed to ensuring that digital technology is accessible to individuals with disabilities. That is, give equivalent access to digital tools provided to students with disabilities to be independently usable by the student. It must enable the student to acquire the same information, participate in the same interactions, and access the same services as a student without disabilities, with substantially equivalent ease of use. The vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of WCAG 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the Federal Rehabilitation Act of 1973. "Digital tool" is defined pursuant to the Education Article, § 7-910, Annotated Code of Maryland.

Maintenance and Support: During the contract, the vendor shall provide an updated completed Voluntary Product Accessibility Template (VPAT), also known as an Accessibility Conformance Report (ACR), ongoing maintenance and support for accessibility for provided digital tools including:

Accessibility Compliance Audit: The vendor will periodically conduct accessibility audits, at least annually, to ensure continued compliance with WCAG 2.1 Level AA. This audit should include a list of identified WCAG 2.1 Level AA violations and estimated remediation timeframes.

Accessibility Remediation: The vendor shall address any identified violations, conduct validation testing, and provide documentation of the testing results.

Accessibility Indemnification and Guarantees: The vendor agrees to indemnify and hold harmless CCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract. Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties stated in the Education Article, § 7-910, Annotated Code of Maryland.

Third-Party Technology: The vendor acknowledges that supplying third-party technology does not exempt the vendor from ensuring product compliance with this clause. The vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

Determination of Grade: The owner reserves the right to award an item and/or service to another Bidder/Proposer other than the lowest bid if, in its judgment, there is sufficient reason to believe that another Bidder/Proposer will better serve the best interests of the Board of Education of Cecil County, whether based on an objective test, subjective test, or experience.

Drug-Free Environment Policy: The Cecil County Public Schools is committed to a drug and alcohol-free workplace. The system further realizes that the abuse of drugs impacts adversely upon the high standards of safety, security, and productivity that we expect all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County to be drug-free. Contractors are advised that the Cecil County Public Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol on school premises or as part of any of its activities. Compliance with this regulation is a condition of award.

Employment of Registered Sex Offenders, Sexually Violent Predators, and Criminal Background Check Certifications for Persons with Uncontrolled Access to Students: Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised, and uncontrolled access to children if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. Amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
 - c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its workforce must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Authorized staff must solemnly declare and affirm by Signature, under the penalties of perjury that the contents of the Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications Affidavit are true and correct to the best of their knowledge, information, and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator/child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Examination of Bid/RFP Documents: Each bidder must examine the bid documents carefully and must make a written request to the Owner for interpretation or correction of any ambiguity, inconsistency, or error that which Bidder/Proposer may discover. Any interpretation or correction required will be issued as an Addendum by the Owner. Only a written interpretation or correction by an Addendum document is binding. No bidder should rely upon any interpretation or correction given by any other method.

Any interpretation or correction of any ambiguity, inconsistency, or error which Bidder/Proposer may discover, concerning the terms, conditions, specifications, or verbiage contained in the solicitation document must be submitted in writing only, (5) five business days prior to the date of the Bid opening.

Exceptions: It must be the responsibility of the bidder/proposer to include with its Bid/RFP submittal a list and clarification of any deviations from the CCPS Terms, Conditions, and Specifications. Exceptions must be submitted with the bid/proposal and be attached to the "Offer and Acceptance Form." Exceptions may be permitted by CCPS, but only if the Bidder/Proposer is notified in writing by the Purchasing Department prior to the approval of the ITB/RFP contract award or acceptance of the Award of Contract letter.

Force Majeure: Except for payments of sums due for products delivered to and accepted by the participating jurisdictions no party must be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God: fire; flood; or other similar occurrences beyond the control of the Contractor or the participating jurisdictions.

Gifts and Gratuities: Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the Cecil County Public Schools purchasing products, goods, and services under provisions of the Contract issued as a result of this Bid or Request for Proposal may not accept or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

Governing Law/Disputes: The contract must be governed by the laws of the State of Maryland and nothing in this contract must be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

Any claim, dispute, or other matter in question, concerning a question of fact will initially be referred to the CCPS Contract Manager in writing. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement must be referred to the CCPS Purchasing Department. The decision made by the CCPS

Purchasing Department will be final and conclusive. The decision will be issued in writing to the contractor.

Indemnification: Contractor must indemnify and save harmless the Cecil County Public Schools (CCPS), its agents, and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs of every kind and description to which CCPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified or performed under this Contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses or costs be against, suffered or sustained by CCPS, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom CCPS, its agents and employees, may become liable therefore, except that Contractor must not indemnify and save harmless CCPS, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs arising from or due to the negligence of CCPS or its agents and employees. The whole or so much of the monies due, or to become due the Contractor under the Contract, as may be considered necessary by the Purchasing Department, may be retained by CCPS until such suits or claims for damages must have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Purchasing Department.

Interpretation of the term "Approved Equal": The Owner reserves the right to evaluate the quality of items and services offered as alternate or approved equal, and further reserves the right to reject any or all items judged not approved.

Method of Bid: Bids/Proposals must be submitted on the basis of individual items and services as specified according to the pricing structure for CCPS requirements on the Bid/Proposal Price Form. A unit price must be given for each item or service and the total unit price of each item must be extended, if appropriate, unless a lot price is requested. In case of a discrepancy between the unit price and the total price, the unit price shall prevail. Prices quoted must be FOB destination and will include all delivery costs. Invoices must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Mandatory taxes from which CCPS is not exempt must be paid directly to the entity on behalf of CCPS by the award bidder. Bids must not be withdrawn or altered for a period of ninety (90) days after the opening thereof.

Multi-agency Participation: It is the intent of the Cecil County Public Schools to make this bid/proposal available to any and all governmental and educational agencies. This includes public schools, private schools, parochial schools, and state, community, and private colleges. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to the requesting agencies. This agreement would be upon mutual consent between the Contractor and those agencies. Each participating agency would enter into its own agreement with the Contractor and this contract must be binding only upon the principals signing such an agreement.

Occupational Safety and Health Acts: Contractor(s) who perform any work under this Contract must fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Section 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973, and any regulations pursuant thereto.

Order of Precedence: In the event of a conflict in the provisions of this solicitation, the following must prevail in the order set forth below:

- 1) Specific Conditions
- 2) General Conditions
- 3) Specifications or Scopes of Work and Services

- 4) Documents referenced in the solicitation
- 5) Instructions to Bidders/Proposers

Owner's Right to Purchase from Other Sources: For failure to meet specifications, delivery schedules, or poor administrative or operational procedures or for any other just cause, the Owner reserves the right to purchase from another vendor and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor. The Contractor will be responsible for any and all additional costs occasioned thereby.

Payment: Payment must be made within thirty (30) days after receipt of the original and correct invoice properly supported by signed delivery receipts. Invoices may be sent electronically to accountspayable@ccps.org.

Plan for Utilization of Minority Contractors: CCPS encourages the participation of Minority Contractors. Consideration for the award of the contract for a school building, improvements, supplies, or other equipment must be given to the lowest responsive/responsible bidder who conforms to specifications.

Price Adjustment: All unit prices and rates quoted must remain firm during the term of the Contract and subsequent renewal terms as indicated in the Proposal submittal. Contractors may request an increase according to the Consumer Price Index as specified below:

Consumer Price Index: Award Bidder(s) will have sixty - (60) days from the contract anniversary to submit a request for a Consumer Price Index (CPI) increase for the item bid from the succeeding year. For calculating the CPI increase, use the Consumer Price Index for all Urban Consumers (CPI-U) for U. S. City Average; which has been in effect for two (2) months prior to the first day of the contract anniversary date. The column; PERCENTAGE CHANGE FROM 12 MONTHS AGO; will be used to determine the percentage of price adjustment, if any. For calculating the CPI adjustment, follow the instructions below:

Step 1 - Access the U.S. Bureau of Labor Statistics website at the following internet address:
<http://www.bls.gov/cpi/home.htm>

Step 2 - Select the drop-down just under Bureau of Labor Statistics titled "Databases & Tools".

Step 3 - From the Databases and Tools drop-down and under "Data Retrieval Tools" select Top Picks.

Step 4 - Go down to Price Indexes and put a check in the box next to CPI for All Urban Consumers (CPI-U) 1982-84=100 (Unadjusted) and then go to the bottom of the page and select "Retrieve data".

Step 5 - Near the top of the page, select More Formatting Options; Put a check in the box for 12-Month.

Percent Change [unselect all others in that group] and then click Retrieve Data. The file can be downloaded into an Excel worksheet.

Basis for Adjustment - Adjustment shall be based on the average of the 12 months percentage published by the U.S. Bureau of Labor Statistics at the time of the request. [e.g., an adjustment request is submitted on October 5, 2004; the contract anniversary date is October 1, 2004; the BLS has published data up to August 2004; the requested price adjustment would be based on the average from September of 2003 to August 2004...effective October 2, 2004; this calculation shall include monthly BLS data labeled as "preliminary".

Unit Price Change - Information Required: The following information shall be provided to Cecil County Public Schools, Purchasing Department, 201 Booth Street, Elkton, MD 21921.

The CPI increase is NOT automatic, as the Award Bidder(s) must request the increase. Indicate the Bid Number, Item Number from the Bid document, Current unit price, New/proposed price, and Supporting documentation from the CPI and the manufacturer.

Validation and Decreases - CCPS shall validate the requested item and unit of measure percentage and/or dollar adjustment. CCPS may also review the CPI and reserves the right to decrease commodity prices if such adjustment is reflected in CPI data.

Price Acceptance or Rejection – CCPS reserves the right to accept or reject any price increase within 30 days. If the price increase is rejected, the contract for the item(s) shall be terminated thirty (30) days from the date of the rejection letter.

Purchaser's Right of Selection: It is the responsibility of the Purchasing Department of the Cecil County Public Schools (CCPS) to evaluate offers and recommend awards. The Owner reserves the right to accept or reject bids/proposals in part, in whole, or waive any informalities that the Board of Education determines will best serve its purposes. The Owner reserves the right to accept a higher bid/proposal that complies with the intent of the bid/proposal provided that in the judgment of CCPS, the items offered under the higher bid/proposal have additional values or functions that justify the price difference. In awarding the bid/proposal, consideration will be given to any previous performance for the Owner as to the quality of products, goods, and services; and to the bidder's or proposer's ability to perform if awarded the bid/proposal.

Qualification/References of Bidders/Proposers: The Owner may make such investigations as they deem necessary to determine the ability of the bidder/proposer to perform the work as specified, and the bidder/proposer must furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner, within a reasonably short period of time, that such bidder/proposer is properly qualified to carry out the obligations of the Contract and to complete the work required.

Quantities: The quantities, as given, are intended only as a guide. The quantities are based on forecasts or previous purchases and are accurate to the best of our knowledge and ability; however, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Record Retention: The Contractor agrees to retain all books, records, and other documents relative to this agreement for seven (7) years after the Contract closes out after the last day of service and final payment. Each district, its authorized agents, and /or federal/ state representatives must have full access to, and the right to examine, any of said materials during the Contract period. If an investigation or audit is in progress, records must be maintained until the stated matter is closed.

Royalties & Patents: The Contractor must pay for all royalties and patents must defend all suits or claims for infringement on any patent right and must save the Board of Education harmless from loss of account thereof.

Severability: The provisions of this Contract are severable. Any instruction, term, or condition deemed illegal or invalid must not affect any other instruction, term, or condition of the Contract.

Standards of Identity: All products must conform to U.S. minimum standards of identity as required by State and Federal regulations. Failure to comply places the Contractor in violation of the Contract with the Board of Education, as well as State and Federal Law.

Subcontract/Assignment: The Contractor must not enter into any subcontract or assignment under this Contract without the advance written approval by the Purchasing Department of Cecil County

Public Schools. The subcontractor must, by reference, incorporate all terms and conditions of this Contract.

Substitutes: In the event the Contractor is out of stock and cannot supply the product(s) or service(s) a substitution of equal or better quality, as agreed by an authorized representative of CCPS will be made. All Contract terms and conditions will apply to the products approved for substitution.

Technology-Based Instructional Products: All CCPS technology-based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with Section 508 federal Rehabilitation Act, of 1973 Maryland Subpart B Technical Standards, and the most recent revision of Web Content Accessibility Guidelines (WCAG) Standards at level AA, for accessibility by students and staff, with disabilities.

Per MD Code 7-910, Equivalent access includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance with accessibility standards in all purchase decisions. (COMAR 13A.05.02.13H)

Termination of Contract: The contract may be terminated for cause by any or all of the parties upon issuance of written notice thirty (30) days prior to the intended date of termination.

The Owner may terminate the Contract at any time based on:

1. The Contractor's failure to supply the required quantity and /or quality of product and services.
2. Poor contractor performance, poor administrative procedures, and multiple failures by the Contractor to remedy the problem(s).
3. Any reason the Owner deems serious enough to warrant cancellation of the Contract.
4. If the Owner terminates the Contract for Cause or Convenience, the Contractor shall not be entitled to further compensation for uncompleted or incomplete deliveries. Should the Owner be required to seek other sources of supply and the cost to the Owner exceeds the unpaid balance, the Contractor must be liable for the additional cost incurred by the Owner.

The Contractor may terminate the Contract based on:

1. Issuance of an order of a court or other public authority having jurisdiction requiring the Contractor to terminate the Contract.
2. An act of government making material unavailable.
3. Unanticipated circumstances beyond the control of the Contractor.

Any of the above notices must be submitted by the Contractor in writing within seven (7) days of the event and accepted as valid by the Board of Education before any relief will be given to the Contractor.

Waiver and Rejection Rights: Notwithstanding any other provisions of the solicitation, the Owner reserves the right to:

- Waive any immaterial defect or informality,
- Reject any and all offers or portions of this solicitation, and
- Cancel a solicitation.

End of Section

CECIL COUNTY PUBLIC SCHOOLS INSURANCE REQUIREMENTS

11.1 “Contractor’s Liability Insurance”

Sub-paragraph 11.1.1, 11.1.2, and 11.1.3 shall be deleted in entirety from the General Conditions and replaced with the following:

11.1.1 General Insurance Requirements

.1 The contractor shall not commence work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Owner of original, signed certificates of insurance or, alternately, at the Owner’s request, certified copies of the required insurance policies.

.2 The contractor shall require all subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and workers compensation and employers’ liability insurance, in the same manner as specified for the contractor. The contractor shall furnish subcontractors’ certificates of insurance to the Owner immediately upon request.

.3 All insurance required hereunder shall include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Owner.”

The phrases “endeavor to” and “... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

.4 No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the contractor, or the surety, or his bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.

.5 Owner and its elected or appointed officials, agents, and employees are to be named as an additional insured under all coverages except workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, shall so state this. Coverage afforded under this paragraph shall be primary with respect to the Owner, its agents, and employees.

.6 The Contractor covenants to save, defend, keep harmless, and indemnify the County Board of Education and all of its elected or appointed officials, agents, and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the contractor’s performance or non-performance of the terms of the contract documents or its obligations under the contract. This indemnification shall continue in full force and effect until the contractor completes all of the work required under the contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the Owner for which the Owner gives notice to the contractor after final acceptance of the work.

.7 The contractor shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operations under the contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Owner.

.8 Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Owner shall have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor shall be liable to the Owner for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at the time of termination.

.9 Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

.10 If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Owner may be considered. Written requests for consideration of alternate coverages must be received by the Owner at least ten working days prior to the date set for receipt of RFPs or RFPs. If the Owner denies the request for alternate coverages, the specified coverages will be required to be submitted.

.11 All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports unless the Owner grants specific approval for an exception.

.12 The Owner will consider any deductible amounts as part of its review of the financial stability of the contractor. Any deductibles shall be disclosed by the contractor, and any deductible amounts are the responsibility of the contractor.

For the duration of this contract, the contractor shall purchase and maintain the below-listed insurance as will protect himself and the Owner from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether on-site or off-site, or whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Without limiting the obligations or liabilities of the contract, the contractor shall purchase the following coverages:

11.1.2 Contractor's Liability Insurance - "Occurrence" Basis:

.1 Commercial general liability with a minimum limit of \$3,000,000 per occurrence, \$3,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent contractors;
- iv. Products/completed operations to be maintained for two years after completion of the work;
- v. Contractual liability including protection for the contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards;
- viii. Board Form Property Damage including completed operations.

.2 Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$3,000,000 per accident (minimum statutory limits for uninsured motorists).

. 3 Workers compensation with statutory benefits as required by Maryland law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union 3 agreements, including standard other states coverage; employers' liability coverage with limits of \$500,000 per accident, \$500,000 per employee for disease, and a \$500,000 disease policy limit.

.4 Total limit requirements of .1, .2, and .3 may be met by a combination of primary and umbrella excess liability coverages.

11.1.3 Commercial General or Other Required Liability Insurance - "Claims Made" Basis

.1 If commercial general or other liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the contractors' or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

End of Section

SPECIFIC CONDITIONS

CCPS RFP #24-14: School Portraits & Yearbooks.

Intent: These Conditions and Specifications are intended to cover pricing for all photos, and yearbooks at the time of RFP submission, and the furnishing and delivery of **School Portraits and Yearbooks** to Cecil County Public Schools (CCPS) schools.

Contract: This contract will be in effect approximately **March 14, 2024**, for a one (1) year period. After the initial one-year period, if pricing, products, and services have been satisfactory, upon mutual agreement between the Cecil County Board of Education (the Board) and its Contractor(s), the Contract may be renewed for an additional four (4)-one (1) -year periods. CCPS reserves the right to terminate this agreement for cause or convenience after thirty (30) days' written notice.

School Choice: Multiple awards are intended. Each awarded company will provide a packet of information and mark accordingly for Elementary, Middle, and High Schools. The packets should provide whatever information you feel will present your company to its best advantage – samples, literature, etc. It must also have pricing sheets for reference. After the Board of Education approves the awarded proposers each school will contact their preferred vendor. Upon award, the schools will review the information and make their selection. From that point, it will be the Vendor's responsibility to communicate with schools. Schools may change their choice of school portrait contractor at any time as long as the current portrait/yearbook cycle, not necessarily the school year, has been completed. The school Principal will sign all contracts.

Submittal Requirements:

Proposers must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable CCPS to determine the Proposers' overall qualifications. Each RFP submittal must also include any other information that the Proposers feel is significant in making an informed decision relative to the proposal.

Any exceptions to the specifications or any other special considerations or conditions requested or required by the Proposer must be enumerated by the Proposer and must be submitted as part of its proposal, together with any explanation as to the reason the specifications cannot be met. "See Exceptions" in the general conditions section.

Samples: Each Proposer must submit sample photographs and promotional materials. Two (2) sets of samples must be submitted by each Proposer at the time of the RFP submittal.

The material should reflect the quality of the services provided by the Proposer and must be the actual products provided to the schools. The samples provided must be labeled as "**Elementary Schools**" for the samples intended for Elementary Schools, and "**Secondary Schools**" for the samples covering the Secondary Schools. **Samples for the senior pictures must be labeled "Senior Pictures"**. The sample photographs must display the background(s) intended to be used by the successful Proposer at the prices submitted in response to this RFP.

Proposers may provide proposals for either Elementary Schools or Secondary Schools or both Elementary Schools and Secondary Schools.

The rebate, Commission Schedule: Commission Schedule – Proposers must detail the commissions of all portrait packages and extra ala carte items offered. Prices and commissions must be set for the first

two (2) years of the contract. All prices must be F.O.B. Delivered and must include all charges incurred in fulfilling the terms of the contract

The rebate level for all Contractors will be 10%. The 10% is firm / fixed and will not be changed at the request of any school. In general, the pricing will be the net pricing that you provided in the RFP, plus a 10% rebate, plus 6% Maryland, sales tax.

Confidentiality Statement: Under no circumstances may the Vendor release, disclose, sell, or otherwise use student names and addresses. The contractor may only use this information for purposes required under this contract. Each Contractor must include a confidentiality statement affirming their company's commitment to confidentiality. Failure to comply with this requirement will be considered contract default and may be cause for contract termination. CCPS will have exclusive rights to "clean photo images"

Personnel: Provide the address, name(s), and phone numbers of personnel regarded as district supervisors, and district managers who will oversee the CCPS account. The Contractor will provide all necessary corporate officers' names, phone numbers, addresses, fax numbers, etc., including emergency phone numbers. Identify all full-time and part-time staff who would be assigned to work directly with CCPS in the event of an award. Also provide employee qualifications, education, work experience, and a narrative description of the work responsibilities of each individual for this project.

License: Each Contractor must be authorized and licensed by the State of Maryland. The contractor must employ qualified and experienced personnel who specialize in providing photography services as required by this RFP. If selected, the Contractor agrees to provide a sufficient number of personnel who are suitably qualified and experienced and who are in all respects acceptable to CCPS to perform the required services.

Contractor's Insurance: Conditional for RFP Award, and after notification of intent to award the RFP, the Contractor(s) must provide a Certificate of Insurance within three (3) business days, identifying the coverages and the amounts specified.

Delivery: Delivery of School Portraits is to be made between 7:00 a.m. and 3:00 p.m. with consideration given to individual schools' Monday through Friday schedules, excluding school holidays and inclement weather.

It is the Contractor's responsibility to be aware of any unscheduled school closings, late openings, or early dismissals. All such changes are announced on the schools' websites and/or through other communications or media outlets.

The Contractor must provide a phone number, and email address for communication purposes. Contractors must respond to communications from schools or district offices within twenty-four (24) hours to meet the minimum level of service. Faster, same-day responses are expected. Each school may establish additional requirements as may become necessary.

Quantity: This is an indefinite quantity, indefinite dollar amount RFP. The contract is for the actual quantities ordered by, and for, the Students' Parents.

School Calendar: A 2024-2025 school calendar for each is available at ccps.org.

Additional and Deleted Locations: New schools or locations may be added at no additional charge to the Board. Locations may be removed from the schedule at no penalty.

Acknowledgment: By signing the RFP Form Signature Sheet, the Contractor certifies that it has, or will have sufficient capacity, resources, personnel, and equipment to perform as stated in their submittal. CCPS may make whatever inquiries it sees fit, including, but not limited to, inspection of the facilities and equipment of the Contractor, to ensure that the Contractor is able to perform satisfactorily for CCPS.

Award Proposer: The Awarded Proposer must provide the items and perform the services in a timely manner, with a high standard of care, skill, and diligence required in the performance of this type of service. Notwithstanding any review, approval, acceptance, or payment for the services, the Contractor must be responsible for the professional accuracy of the work performed.

The Contractor must observe, comply with, and be subject to all terms conditions, requirements, and limitations of the RFP and Specifications and must complete the entire work to the complete satisfaction of the Board of Education. Awarded Proposers are required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Procurement Administrator: Kay Porter, Purchasing Agent, will administer the solicitation process and will be the point of contact for all communication purposes of this solicitation. All RFP-related questions and inquires must be sent in writing by email only to procurement@ccps.org. Responses will not be made to telephone, faxed, or mailed inquires.

Submittal Requirements: Contractors are requested to submit a total of five (5) responses to this RFP - one (1) original and four (4) copies of the signed original. Please mark the original with the word “**Original**”. A minimum of two (2) sets of samples must be submitted.

In order to conduct a uniform review process, **proposals must be submitted in the format set forth below** (The contractor’s signatures must be affixed to attachments or items where indicated). Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical to the evaluation process:

1. **Title Page:** The title page should reflect the Request for Proposal (RFP) name and number, name of the firm, contact person, address, telephone number, fax number, email address, and date of preparation.
2. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A Contractor’s table of contents should mirror this section of the Request for Proposal and must include all the items outlined in items **3 through 8** of this section of the Request for Proposal
- 3 **Letter of Transmittal:** (please limit to three (3) pages). Prepared on the Contractor’s letterhead with an authorized signature, this letter should be a brief narrative highlighting the proposal, should contain reasons why your company should be selected, and be aimed at non-technical personnel. **Do not include price quotes.** The letter of transmittal must be submitted with the Contractor’s proposal and must include:
 - a. A statement of the Contractor’s understanding of the services required by the Request for Proposal and attached specifications.
 - b. The names of the persons who are authorized to make representations on behalf of the Contractor (include titles, addresses, and telephone numbers)
 - c. State whether the Contractor is a local, regional, national, or international firm.
 - d. State how long the company has been in business under the present name and structure. Provide any other names under which the firm has done business and the dates it.

Contents of Packages: CCPS will own the right to all photos taken and may distribute them to any Contractor who does not provide yearbook photos.

4. **All Picture Packages** – The contractor must detail the contents of all packages that will be offered to students, parents, and faculty. The cost associated with each package must be provided. All prices must be F.O.B. Delivered and must include all charges incurred in fulfilling the terms of the contract. In addition, this section should also detail any portraits that will be offered to faculty at no charge.

5. **Yearbooks** - Due to the diversity in the specifications required for yearbooks produced for different schools, the Contractor must address and fully explain all options and product selections and all phases of production. Options must include but are not limited to trim sizes, paper stocks, bindings, covers, end sheets, type styles and sizes, photography, proofs, graphics, design assistance, use of color, etc. with price ranges for all processes and options available. Yearbooks must go through the awarded Contractor that was chosen for photos. All photos taken will be the property of each school.

6. **Order Forms** – Orders must be able to accommodate the following payments: cash, check, and credit card payments. Online ordering must be offered.

7. **Specials and Extras** – Special Programs, online ordering, reduced price packages (multiple children per family), posters, ID cards, award papers, thank you cards, birthday cards, etc. The Contractor must detail special programs or offers that will be offered to CCPS at no charge. Prices for extra items or special programs with fees must be set for the first two (2) years of the contract. All prices must be F.O.B. Delivered and must include all charges incurred in fulfilling the terms of the contract.

8. **Commission Schedule** – The contractor must detail the commissions of all portrait packages and extra ala carte items offered. Prices and commissions must be set for the first two (2) years of the contract. All prices must be F.O.B. Delivered and must include all charges incurred in fulfilling the terms of the contract.

To be Returned with RFP Submittal: The following must be returned as an offer complete with original signature:

1. One Original and Four Copies – Proposal
2. One Original and Four Copies – Offer and Acceptance Form
3. One Original and Four Copies – Anti-Bribery Form
4. One Original and Four Copies – Debarment Certification Form
5. One Original and Four Copies – Non-Collusion Affidavit
6. One Original and Four Copies - Registered Sex Offender Form
7. One Original and Four Copies - References
8. One Original and Four Copies – RFP Form
9. One Original and Four Copies – Any Addenda Issued
10. Two Sample contracts that will be submitted to schools
11. Two Sample of materials (order form, yearbook, and picture packet)

GENERAL SPECIFICATION REQUIREMENTS:

1. The Contractor represents that it has carefully screened its employees and subcontractors. The Contractor guarantees that all employees and subcontractors (if any) assigned to work at CCPS locations will conduct themselves in a responsible courteous and professional manner. CCPS, in its sole and absolute discretion, must have the right to direct the Contractor to remove any of its personnel (including subcontractors) from the schools for any reason.
2. The contractor must provide experienced representative(s) to work with school personnel and to answer questions regarding school photography production or financial matters.
3. The contractor's representative must meet in school with each principal or designee prior to photo sessions to agree upon specific dates and to resolve any logistical or contractual issues.
4. The contractor must work with each principal or designee to schedule all pictures to allow the least amount of interruption to the classroom activities.
5. The contractor must be able to schedule in-school consultations whenever deemed necessary by the school.

6. All photos must be shot with state-of-the-art professional quality photographic equipment.
7. All portraits must be photographed by highly trained professional photographers who have the desire to present the student with an outstanding portrait.
8. The contractor must provide a sufficient number of cameras to allow the completion of photographs within a time period deemed acceptable by each principal. Contractors should indicate in their proposals the number of cameras they will assign per student membership if requested.
9. The quality of all photos must be superior, meet all yearbook publication requirements (uniform sizing/cropping, pose, head size, background color, and/or attire), and must be deemed satisfactory to students, parents publication staff, and/or advisors. The contractor will provide an unconditional, money-back guarantee of all work to the school and to parents who order student portrait packages. Refunds will be provided within 30 days.
10. Students and/or parents are under no obligation to purchase portrait packages. All students must be photographed for yearbook publication purposes at no charge to the school, students, or parents. This information must be stated on all applicable materials sent to students and parents.
11. The contractor must provide a telephone number, email address, and office hours for school and parent use.
12. The contractor must provide digital images in JPEG format with an alignment file that will allow for import into the PowerSchool student information system.
13. The contractor must provide initial and reminder fliers, order forms, and posters for "Picture Day" in a timely manner. These fliers and posters will include price information and the Contractor's name and telephone number.
14. The contractor must pay commissions to schools within thirty (30) days of receipt of payment by parents. At the time the payment is made to the school, the firm must provide a full and complete accounting to the school to substantiate how the commission was derived.
15. Principals must have the authority to negotiate changes in the specific services to be received by their schools as long as the changes do not result in increases in either pricing or commissions. All such changes, however, must be defined in writing and signed by the Contractor, the Principal, and the Purchasing Agent.
16. All prices are F.O.B. Destination and must include all charges incurred in fulfilling the terms of this contract.
17. Unless otherwise noted in this RFP, the Contractor may not charge, or threaten to charge, fees for retaking pictures regardless of the reason for the retake. Imposing, or threatening to impose such retaking charges will be considered contract default and may be cause for contract termination. The Contractor must replace all defective products without cost to the school, including shipping costs.
18. **Awarded Contractors must provide an annual usage report of services provided and the commissions paid during each school year (August – June) identified by school location. The report must be submitted to the Purchasing Agent no later than June 30th of each year.**

ELEMENTARY SCHOOL REQUIREMENTS

1. Elementary Fall Portraits

- a. The contractor will take individual color photographs of all students. All students must be photographed for school purposes, regardless of purchase.
- b. Individual color photos will be taken in September or October. The specific date must be approved by each principal.
- c. The contractor must offer the pre-paid packages defined in the Portrait Package pricing included with this RFP. Other photographic options and packages may be negotiated with individual principals so long as the packages defined in this RFP are offered as available options.
- d. The initial photo session must be followed within forty-five (45) days with a make-up date for absent students, and lost, unacceptable, or damaged pictures. The specific make-up day must be approved by each principal. There will be no charge or threat of charge for retakes.
- e. The contractor identifies for school use the students photographed during the initial and retake sessions and labels packages with student names.
- f. Pictures and retakes must be delivered within thirty (30) days of the photo date.
- g. The contractor must specify the type of equipment, photographic paper and supplies to be used.
- h. The contractor must provide each school with three (3) 1.5” x 1.5” adhesive-backed, labeled, individual photos of students and faculty at no charge, regardless of purchase. These photos must be on one strip for ease of placement on folders, etc.

2. Elementary Spring Portraits

- a. The contractor must incorporate class group pictures with optional individual pictures. In addition, a staff group photo will be taken.
- b. Class color photos will be taken in March or April with a student individual photo session. The specific date must be approved by each principal.
- c. Class and staff group photos will be taken by the Contractor on a “pre-paid” or “speculation orders” basis at the discretion of each principal.
- d. Class photos must include the name of the school, the teacher, the school year date (for example, 2024-2025), and the names of those photographed in order of appearance, as specified by the individual Principal.
- e. A book of all group photos will be provided to each school at no charge.
- f. Spring photos must be delivered by May 1 of each year unless otherwise approved by the principal.

SECONDARY SCHOOL REQUIREMENTS**1. Middle School Fall Portraits**

- a. The contractor will take individual color photographs of all students. All students must be photographed for school purposes, regardless of purchase.
- b. Individual color photos will be taken in September or October. The specific date must be approved by each principal.
- c. The contractor must offer optional retouching at the parents'/students' request. The contractor must delineate retouching charges on the Portrait Packages they submit with their proposals.
- d. The contractor must provide a minimum of two (2) cameras for the initial photo session.
- e. The contractor must be open to multiple photo days and multiple nightly activity events to obtain club pictures, school events, color pictures for the yearbook, etc. These days must be scheduled in advance with the Principal.
- f. The contractor must offer pre-paid packages defined in the Portrait Package pricing included with their RFP response. Other photographic options and packages may be negotiated with individual Principals so long as the packages defined in this RFP are offered as available options.
- g. The initial photo session may be followed within forty-five (45) days with a make-up date for absent students, and for lost, unacceptable, or damaged negatives (if applicable) or pictures. The specific make-up day must be approved by each principal. There will be no charge or threat of charge for retakes.
- h. The contractor will provide at no charge 2" x 3" color, and/or electronic photos (to be specified by the principal) of all students and staff to the yearbook advisor in alphabetical order by grade.
- i. The contractor will provide the yearbook advisor and school administration a typed list in alphabetical order by grade all students photographed within three (3) weeks of picture day.
- j. The contractor identifies for school use the students photographed during the initial and retake sessions and label packages with student names.
- k. Pictures and retakes must be delivered within thirty (30) days of the photo date.
- l. The contractor must specify the type of equipment, photographic paper and supplies to be used.
- m. The contractor must provide Two (2) Student ID Cards for every student and school staff member photographed. ID Cards are to be sorted in alphabetical order by grade as soon as possible after picture day. Staff pictures are not to be included in the "by grade" organization.
- n. The contractor will photograph every student for the yearbook regardless of purchase.
- o. The contractor must provide as soon as possible after picture day one (1) four-color ID card for every student in alphabetical order.

2. Middle School Spring Portraits

- a. The contractor must incorporate class group pictures with individual pictures. In addition, a staff group photo will be taken.
- b. Class color photos will be taken in April or May with a student individual photo session. The specific date must be approved by each principal. The contractor must provide the team, group, and staff at no extra charge for fall photos.
- c. Class and staff group photos can be on a pre-paid or speculation basis as determined by the principal.
- d. The contractor must sign and submit Portrait Packages and prices as a part of their proposals.
- e. Class photos must include the name of the school, the teacher, and the school year date (for example, 2024-2025).
- f. A book of all group photos must be provided to each school at no charge. The contractor must provide digital images in JPEG format with an alignment file that will allow for import into the PowerSchool student information system.
- g. Spring photos must be delivered by May 1 of each year unless otherwise approved by the principal.

3. High School – Underclass Portraits

- a. The contractor must offer optional retouching at the parents'/students' request. Contractors must delineate retouching charges on the Portrait Package Prices submitted with their proposal.
- b. The initial photo session may be followed by a make-up day(s) designated by the yearbook advisor for absent students, lost, unacceptable, or damaged negatives (if applicable). This makeup day(s) will be within 30 days of the initial shoot. There will be no charge, or threat of charge, for retakes if the pictures are unacceptable. The specific make-up dates(s) must be approved by the yearbook advisor. The contractor must mail all finished portraits directly to students within three (3) weeks of the initial makeup shoots.
- c. The contractor must photograph every student for the yearbook, at no charge, whether or not they are purchasing pictures.
- d. The contractor must offer pre-paid packages defined in the Portrait Package pricing included with this RFP. Other photographic options and packages may be negotiated with individual principals so long as the packages defined in this RFP are offered as available options. The contractor must provide promotional materials and prepaid portrait package brochures to the yearbook advisor for distribution at least two (2) weeks prior to the scheduled shoot date(s).
- e. The contractor must label and identify individual photographs as directed by the yearbook advisor.
- f. The contractor must provide within ten (10) days an alphabetical typed listing of all photographed students sorted as directed by the yearbook advisor.
- g. The contractor must provide as soon as possible after picture day one (2) four-color ID card and one (1) four-color Roll of every student in alphabetical order.

4. High School – Senior Class Portraits

- a. The contractor must provide students with a minimum of eight (8) proofs from which to make a selection. The contractor must photograph all seniors for the yearbook providing students with an expanded seating option that allows a variety of backgrounds and pose options. The contractor must

include one standard sitting (pose and attire to be specified by the yearbook advisor) for the yearbook at no charge. The contractor must provide tuxedos, drapes, caps, and gowns at no charge.

- b. The contractor must submit photographic packages and prices as a part of their proposals. The Pricing Packages submitted in response to this RFP must be offered to parents/students. CCPS will provide the Contractor with a mailing list of all seniors to be photographed for the yearbook. The contractor must schedule appointments and mail notification cards to each senior at least three weeks prior to the shoot date specified by the yearbook advisor.
- c. The contractor will mail senior proofs by first class mail, postage prepaid, at the Contractor's expense, within ten (10) days after the date of the photo session.
- d. The contractor will mail all finished portraits by first class mail, postage prepaid, at the Contractor's expense directly to students within six (6) weeks after the date of the photo session.
- e. The contractor will retouch all purchased photos digitally as required at no additional charge.
- f. Use of each school's facilities for regular and make-up photo sessions will be provided for senior portraits. The contractor must provide adult assistants to collect all monies and to process all paperwork.
- g. For additional takes or other problems, the Contractor must provide a location for the photo sessions that is convenient for all students. The location must be approved in advance by the principal.
- h. The contractor must provide schools with each school's choice of loaner digital cameras and memory cards, and loaner cameras, lenses, and flashes for yearbook production at no charge if requested.
- i. The contractor will supply unlimited candid shoots of school activities throughout the calendar year. Dates are to be coordinated with and approved by the yearbook advisor.
- j. The contractor must process photographs taken by students for the yearbook at no charge. If considered necessary by the yearbook advisor, the Contractor must provide emergency 24-hour processing at the request of the advisor.
- k. The contractor must provide pick-up and delivery services for the yearbook advisor twice a week or upon request. The contractor will also provide yearbook staff with postage-free mailing envelopes.
- l. The contractor will redo any work that does not satisfactorily meet publication requirements as specified by the yearbook advisor.
- m. Upon request, the Contractor will provide and collect at the time of sitting, senior directory cards listing name, address, telephone number, nickname(s), school activities, and the following statement: "all information subject to editorial approval."
- n. The contractor must provide, as soon as possible after picture day, two (2) four-color ID cards and every student. These must be provided in alphabetical order. In addition, the Contractor must provide an alphabetical list of ID cards. If corrections are necessary to ID cards, they should be made at no cost.

5. Yearbooks

- a. School principals will have the sole decision to select the Contractor of their choice each school year for yearbook services. The vendor selected for school portraits must be used for the yearbook

services. If the vendor selected does not offer yearbook services then CCPS has the right to choose a company that will be able to offer a yearbook. CCPS will own all rights to photos taken.

- b. The Contractor must provide experienced representatives who will work on a regular basis with school yearbook staff and/or volunteers to provide training sessions and answer any questions regarding production or financial matters pertaining to the services required.
- c. The contractor must be available to schedule in-school yearbook consultations whenever deemed necessary by a school principal.

6. Faculty Portraits

- a. The contractor must schedule faculty portraits on a day designated by the yearbook advisor.
- b. The initial photo session will be followed by a make-up day(s) designated by the yearbook advisor for lost, or unacceptable photos if applicable for Faculty not photographed during the regular shoot. The make-up day(s) will be scheduled within thirty (30) days of the initial shoot. There will be no charge for retakes if the pictures are unacceptable. The specific make-up dates must be approved in advance by the yearbook advisor.
- c. The contractor will photograph every faculty member for the yearbook, at no charge, whether or not they are purchasing pictures.
- d. The contractor must offer faculty members the pre-paid picture packages defined in this RFP for Underclass Portraits.

7. Dance Pictures – Secondary only

- a. The number of dances for each school will be determined by the principal. The specific dances and dates will be provided to the Contractor by the principal at least thirty (30) days in advance.
- b. The contractor must be present at the dance at a time designated by the principal to take portraits of couples attending the dance.
- c. The contractor is to mail all students' formal finished portraits directly to students within three (3) weeks.
- d. The contractor must take candid pictures during the dances and provide the school with color for finished prints for the yearbook.

8. Panoramic Senior Class Pictures

- a. The contractor must take a panoramic picture for all school levels upon request at no charge. (can't move over the word charge to align under contractor)
- b. The time, date, and location of pictures will be determined by the principal and provided to the Contractor at least thirty (30) days prior to the date.
- c. The contractor is to email proofs to the principal within one (1) week.
- d. The contractor will provide the principal and/or yearbook advisor with one 12" x 24" picture at no charge along with an electronic copy emailed to the principal.

9. Secondary Sports Pictures

- a. The contractor must provide two (2) cameras and two (2) photographers for two (2) days during each season – Fall, Winter, and Spring. The specific dates are to be mutually agreed upon between the Contractor and the principal.
- b. The contractor provides a make-up day and make-ups will be available to all students involved with in-season activities.
- c. The contractor will retouch all purchased photos as required at no additional charge.
- d. The contractor will provide to the Athletic Director at no charge one (1) 8” x 10” color team picture and digital upload per team.
- e. The contractor will distribute the insert to students within three (3) weeks of picture days. The student may purchase online.
- f. The contractor will provide pictures to the Athletic Director within one (1) week of pictures days. The contractor will provide spring team pictures to the Athletic Director within 48 hours.

10. Senior Graduation Pictures

- a. The contractor must photograph each graduate at the graduation ceremony and mail them a free color proof.
- b. The contractor is to provide proofs and photographs directly to students within two (2) weeks of graduation date.
- c. The time, date, and location of graduation ceremonies will be provided to the Contractor by the principal at least ninety (90) days prior to the graduation date.
- d. The contractor must photograph guest speakers and dignitaries for promotional purposes at no extra charge.
- e. Contractors’ photographer(s) must be appropriately dressed to reflect the occasion.

END OF SECTION

OFFER AND ACCEPTANCE FORM

Board of Education of Cecil County
201 Booth Street
Elkton, MD 21921

Ladies and Gentlemen:

We have examined and understand the Instructions and Conditions for the furnishing and delivering **CCPS RFP #24-14: School Portraits & Yearbooks.**

We agree to furnish and deliver those items for which our quote is accepted, in compliance with the terms, Instructions, and Conditions, contained herein, at the price set opposite each item on the attached Pricing Form.

Proposals are an irrevocable offer for ninety (90) days after the RFP opening time and date.

COMPANY _____

ADDRESS _____

Date

Signature of Official

Telephone Number

Printed Name of Official

Fax Number

Title of Official

Taxpayer ID. Number

E-mail

e-Maryland Marketplace Vendor ID #

ANTI-BRIBERY FORM

STATE OF MARYLAND PROCUREMENT REGULATIONS: 1AC APPENDIX F PROCUREMENT GUIDELINES:

Procurement Article 21 - Section 3-405

Vendor/Contractor Disqualification - Bribery

A person convicted of bribery attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity upon submitting a quote or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.

TO BE COMPLETED BY VENDOR/CONTRACTOR

_____ affirms that it is in full compliance with the
aforementioned Maryland State Procurement Article 21, Section 3-405.

AUTHORIZED COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED TO, BEFORE ME,

ON THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower-tier transactions meeting the threshold and tier requirements stated in Section 85.110.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION FOR
DEBARMENT CERTIFICATION)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
2. Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTION FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction was originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions covered under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

NON-COLLUSION AFFIDAVIT

STATE OF _____ :s.s. COUNTY OF _____ :

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this quotation.

I state that:

- (1) The price(s) and amount of this quotation have been arrived at independently and without consultation, communication or agreement with any other Vendor/Contractor or potential Vendor/Contractor.
- (2) Neither the price(s) nor the amount of this quote, and neither the approximate price(s) nor approximate amount of this quote, have been disclosed to any other firm or person who is a Vendor/Contractor or a potential Vendor/Contractor; and they will not be disclosed before proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from quoting on this contract, or to submit a quotation higher than this quote, or to submit any intentionally high or noncompetitive quote or other form of complementary quotation.
- (4) The quote of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quote.

(5) _____, its affiliates, subsidiaries, officers, directors
(Name of my firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to quoting on any public contract, except as follows:

I state that _____ understands and acknowledges that the above
(Name of my firm)

representatives are material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this quote is submitted. I understand, and my firm understands, that any misstatement in this affidavit is, and shall be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of quotation of this contract.

(Name and company position)

SWORN TO AND SUBSCRIBED, before me, this _____ day of _____, 20_____.

Notary Public My commission expires _____

Name of Company, Corporation or Firm

REGISTERED SEX OFFENDER / SEXUALLY VIOLENT PREDATOR / CRIMINAL BACKGROUND CHECK CERTIFICATION

Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the *Annotated Code of Maryland*, is employed by the Vendor/Contractor, the Award Vendor/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Vendor/Contractor and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. **Effective July 1, 2015**, amendments to 6-113 of the Education Article of the Maryland Code further require that the Vendor, Contractor, or Subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
 - c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor shall require that any individuals in its workforce must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It shall be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

I do solemnly declare and affirm under the penalties of perjury that the contents of this Affidavit are true and correct to the best of my knowledge, information, and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator/child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Name (Printed)

Title

Authorized Signature

Date

Name of Company, Corporation or Firm

REFERENCES

Provide three (3) references from current or recent customers of a similar size and scope. Include references in the RFP submittal. Please include name, address, telephone and fax numbers, email address, and the name of the contact person. Public agencies and the K-12 Public School system are preferred as references.

Reference #1

Brief Description of Organization:

Organization's name:

Representative's Name (____) _____
Representative's Phone # _____
Email Address

Reference #2

Brief Description of Organization:

Organization's name:

Representative's Name (____) _____
Representative's Phone # _____
Email Address

Reference #3

Brief Description of Organization:

Organization's name:

Representative's Name (____) _____
Representative's Phone # _____
Email Address

Authorized Signature Date

SCHOOL LOCATIONS

SCHOOL	Phone	Fax
ELEMENTARY SCHOOLS		
Bainbridge Elementary 41 Preston Drive, Port Deposit, Maryland 21904	410-996-6030	410-378-2583
Bay View Elementary 910 North East Road, North East, Maryland 21901	410-996-6230	410-287-8081
Calvert Elementary 79 Brick Meetinghouse Road, Rising Sun, Maryland 21911	410-658-5335	410-658-9130
Cecil Manor Elementary 971 Elk Mills Road, Elkton, Maryland 21921	410-996-5090	410-996-5647
Cecilton Elementary 251 West Main Street, Cecilton, Maryland 21913	410-275-1000	410-275-1271
Charlestown Elementary 550 Baltimore Street, Charlestown, Maryland 21914	410-996-6240	410-287-5373
Chesapeake City Elementary 2801 Augustine Herman Hwy, Chesapeake City, Maryland 21915	410-885-2085	410-885-2644
Conowingo Elementary 471 Rowlandsville Road, Conowingo, Maryland 21918	410-658-6673	410-378-2109
Elk Neck Elementary 41 Racine School Road, Elkton, Maryland 21921	410-996-5030	410-996-5648
Gilpin Manor Elementary 203 Newark Avenue, Elkton, Maryland 21921	410-996-5040	410-996-5412
Holly Hall Elementary 233 White Hall Road, Elkton, Maryland 21921	410-996-5050	410-996-5408
Kenmore Elementary 2475 Singerly Road, Elkton, Maryland 21921	410-996-5060	410-996-5467
Leeds Elementary 615 Deaver Road, Elkton, Maryland 21921	410-996-5070	410-996-5290
North East Elementary 301 Thomas Avenue, North East, Maryland 20901	410-996-6220	410-287-5016
Perryville Elementary 901 Maywood Avenue, Perryville, Maryland 21903	410-642-6540	410-642-2573
Rising Sun Elementary 500 Hopewell Road, Rising Sun, Maryland 21911	410-658-5925	410-658-7999
Thomson Estates Elementary 203 East Thomson Drive, Elkton, Maryland 21921	410-996-5080	410-996-5272
MIDDLE SCHOOLS		
Bohemia Manor Middle 2757 Augustine Herman Hwy., Chesapeake City, Maryland 21915	410-885-2095	410-885-2485
Cherry Hill Middle 2535 Singerly Road, Elkton, Maryland 21921	410-996-5020	410-996-5435

Elkton Middle School (38) 615 North Street, Elkton, Maryland 21921	410-996-5010	410-996-5639
North East Middle 300 East Cecil Avenue, North East, Maryland 21901	410-996-6210	410-287-8240
Perryville Middle 850 Aiken Avenue, Perryville, Maryland 21903	410-996-6010	410-642-2692
Rising Sun Middle School 289 Pearl Street, Rising Sun, Maryland 21911	410-658-5535	410-658-9173
HIGH SCHOOLS		
Bohemia Manor High 2755 Augustine Herman Highway, Chesapeake City, Maryland 21915	410-885-2075	410-885-2485
Elkton High 110 James Street, Elkton, Maryland 21921	410-996-5000	410-996-5646
North East High 300 Irishtown Road, North East, Maryland 21901	410-996-6200	410-287-1256
Perryville High 1696 Perryville Road, Perryville, Maryland 21903	410-996-6000	410-642-2749
Rising Sun High 100 Tiger Drive, North East, Maryland 21901	410-658-9115	410-658-9121
Cecil County School of Technology 912 Appleton Road, Elkton, Maryland 21921	410-392-8879	410-392-8884
George Washington Carver Education Leadership Center 201 Booth Street, Elkton, MD 21921	410-996-5440	410-996-5471
Administrative Services Center 900 North East Road, North East, Maryland 21901	410-996-6250	410-287-4651

RFP FORM

**Board of Education of Cecil County, Maryland
Purchasing Department
201 Booth Street, Elkton, Maryland 21921**

CCPS RFP #24-14: SCHOOL PORTRAITS & YEARBOOKS

RFP FORM

Proposers agree to the **Furnishing and Delivery of SCHOOL PORTRAITS & YEARBOOKS** to Cecil County Public Schools, Please indicate Yes or No:

	Yes	No
Cecil County Public Schools Portraits	<input type="text"/>	<input type="text"/>

	Yes	No
Cecil County Public Schools Yearbooks	<input type="text"/>	<input type="text"/>

PLEASE EXPLAIN HOW YOU WILL HANDLE DISCOUNTS FOR A PARENT/GUARDIAN WITH MORE THAN ONE (1) STUDENT FOR THE FOLLOWING SCENARIOS:

- **HOUSEHOLD WITH MORE THAN ONE STUDENT AT THE SAME SCHOOL**

- **HOUSEHOLD WITH MORE THAN ONE STUDENT AT DIFFERENT SCHOOLS**