Request for Proposals

Secondary English Language Arts Literature Text with Print and Digital Resources

RFP # 2018-20

Procurement Schedule

Issue Date: December 13, 2017

Pre-Proposal Meeting:
January 9, 2018 at 10:00 AM EST
Washington County Public Schools
Center for Education Services
10435 Downsville Pike
Hagerstown, Maryland 21740

Deadline for Written Questions Submission:
January 18, 2018 by 2:00 PM EST

Proposal Due:
February 1, 2018 by 11:00 AM EST
Washington County Public Schools
Center for Education Services
10435 Downsville Pike
Hagerstown, Maryland 21740

Finalist Interviews:
February 20, 2018 at 4:00 pm or
February 21, 2018 at 4:00 pm
Washington County Public Schools
Center for Education Services
10435 Downsville Pike
Hagerstown, Maryland 21740

Tentative Award Date:
May 15, 2018

Dates and/or times are subject to change by the issuing of a written addendum.

WCPS Contract Managers

Procurement Officer
Scott Bachtell
Supervisor of Purchasing
301-766-2842
bachtSco@wcps.k12.md.us

Contract Administrator
Lura Hanks
Supervisor for English Language Arts and Social Studies
301-766-8706
hankslur@wcps.k12.md.us

This RFP document is posted on the WCPS Purchasing website at www.wcpspurchasing.com. This is also the source for any/all addenda. Please register your company for notices about this RFP and similar projects on our web site.
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Required Attachments (available as separate documents on the WCPS Purchasing website)

A. Price Proposal (Excel file)
B. Reference Proposal Form (Fillable PDF)
C. Mandatory Bid/Proposal Affidavit (Fillable PDF)
D. Contract Addendum (Fillable PDF)
E. Signature Acknowledgment Page

Curriculum Standards (available as separate documents on the WCPS Purchasing website)

- Common Core State Standards Grade 6
- Common Core State Standards Grade 7
- Common Core State Standards Grade 8
- Common Core State Standards Grade 9-10
- Common Core State Standards Grade 11-12
- Secondary ELA Evaluation Form
SECTION I - TERMS AND CONDITIONS

1. **Introduction**
The Washington County Public Schools, hereinafter referred to as “WCPS”, is seeking proposals at this time for providing texts with print and digital materials for use in the following English Language Arts courses from the 2018-19 school year through the 2023-2024 school year:

   a. ELA 6/Merit ELA 6  
   b. ELA 7/Merit ELA 7  
   c. ELA 8/ Merit ELA 8  
   d. English 9/ Honors English 9  
   e. English 10/Honors English 10  
   f. English 11/ Honors English 11

Interested offerors are encouraged to submit a proposal specific to these courses which would be utilized as the primary resource for instruction for the next six years. Bidders must offer proposals for all English Language Arts courses in this request. Award will be made to the highest rated bidder using the evaluation criteria noted herein.

The Board of Education of Washington County (“WCBOE”) is the legal entity and governing authority that will award the resulting contracts.

WCBOE will not guarantee any purchase quantity or expenditure amount under the resultant contracts. Additionally, the resultant contracts will be considered “non-exclusive” as WCPS may purchase resources and materials throughout the school year from any supplier based upon high quality content, availability, good value/quality, and competitive price.

2. **Definitions**
As contained herein, the terms “WCPS”, “Schools” and/or “Owner” means Washington County Public Schools. WCBOE means the Washington County Board of Education.

The terms “bidder”, “offeror”, “firm”, and “person” are synonymous, and mean an entity submitting a proposal in response to this solicitation. Similarly, the terms “bid”, and “proposal”, mean the response submitted by an offeror.

“Law” means any law, common law, statute, code, ordinance, rule, regulation, order, judgment, decree, injunction, direction, or requirement of any governmental authority that applies to the Agreement or the Parties’ performance thereof.

“Written Notice” means any notice to any party of the agreement relative to any part of the agreement made in writing and considered delivered and the service thereof completed, when posted by certified or registered mail, to the said party at the last given address, or delivered in person to said party or authorized representative.

3. **Bidder Registration**
Vendors are solely responsible for completing the vendor registration process online at wcpspurchasing.com. Contact Beverly Bergan, Purchasing Associate, at 301-766-2841, or by email to: bergabev@wcps.k12.md.us if you have any questions or to check the status of your registration. Once registered in the WCPS Vendor Database, you will be able to view current solicitations and may automatically receive notification of certain bid solicitations. Washington County Public Schools will not be held responsible for a company’s failure to become and remain a registered Vendor, to identify appropriate commodity/service categories, to keep the self-service vendor account up to date with current contact information, and to accomplish these things in a timely manner. Bidders with a repeated history of not bidding in a specific category may be removed from the Vendor Database for that category at the discretion of the Purchasing Supervisor.
4. **Pre-Proposal Conference**
   A pre-proposal conference will be held at the date, time, and location listed on the coversheet of this RFP. Attendance at the pre-proposal conference is not required. However, all interested companies are encouraged to attend this important meeting.

   If WCPS offices are closed or operating on a modified schedule due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is canceled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Administrators by the date and time required within this solicitation. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department (301-766-2840).

5. **Questions and Inquiries**
   Questions and inquiries should be emailed to Scott Bachtell (bachtsco@wcps.k12.md.us) with a copy to Lura Hanks (hanksLur@wcps.k12.md.us). Please put the following in the subject line “2018-20 – Secondary English Language Arts Literature Text with Print and Digital Resources”.

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

   b. Addenda will be available on the WCPS Purchasing Department webpage. All prospective bidders should check the website for addenda periodically and especially after the deadline for questions.

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

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

7. **Preparation of Bid**
   a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Managers listed on the solicitation cover sheet. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder. If required, bidders will be notified of clarifications and/or additional information by means of addenda.

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

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

   d. By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and
employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

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

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

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

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

8. Proposal Submission
   a. The Proposal shall be organized per the Proposal Format in Section III (Proposal Format).
   b. The Proposal shall be submitted or hand delivered on or before the time listed on the coversheet of this solicitation at the location listed on the coversheet of this solicitation. Proposals submitted after that time and date will be returned unopened.
   c. Please submit the following:
      
      | Requirement                        | Quantity   |
      |-----------------------------------|------------|
      | Hard Bound Original               | One (1)    |
      | Hard Bound Copies                 | Two (2)    |
      | Electronic Version (CD-ROM or USB Flash Drive) | One (1)    |

d. Electronic copies must be submitted in the format as they were provided.

e. Due to possible changes and/or additions to the specifications, proposals should not be mailed until after the question period ends. All changes will be processed through addenda to this solicitation package.

f. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., should be labeled with the bid name, bid number, and due date/time. This will help assure timely receipt of bids in the Purchasing Department. Bids not received in time due to improper labeling may be considered non-responsive.

9. Receipt of Bids
   a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received after the due date and time listed will be considered. WCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.

   b. All inner and outer envelopes and packaging, used by FedEx, UPS and etc., are to be labeled with the following:
      
      * Bidder Name
      * Bid Number and Name
      * Due Date and Time

   c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.

e. In the event of inclement weather on the date when bids are scheduled to be opened and the WCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department (301-766-2840).

10. **Bid Opening**
   a. Bids shall be opened in public at the time and place designated in the bid solicitation.
   
   b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Washington County.
   
   c. Final award recommendation, and the bid tabulation, will be posted on the WCPS webpage, after the Board of Education of Washington County approval.

11. **Award**
   a. Award of this bid will be made based upon “best value” considering price, conformance to specifications primarily curriculum alignment, past performance on similar orders, and ability to deliver the proposed products and services.
   
   b. The Board of Education of Washington County reserves the right to award the bid within 180 days from the date of the bid opening. This period may be extended at the Procurement Officer’s request only with the Bidder’s written agreement.
   
   c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of WCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure WCPS of their qualifications.
   
   d. It is the intent of WCBOE to award this contract to one vendor.
   
   e. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Washington County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
   
   f. WCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
   
   g. If, after competitive sealed bids have been opened, the Supervisor of Purchasing determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement or the procurement may be re-bid, whichever is deemed to be in the best interest of WCPS.
   
   h. A recommendation for the award of a contract will be presented to the Board of Education of Washington County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, a WCPS contract document shall also be issued.
The determination of ranking of proposals rests with the RFP Evaluation and Selection Committee whose final judgment shall not be grounds for appealing the award.

12. **Contract Period**
The intent of this contract is make a one-time purchase of the estimated purchase quantities listed on the Price Proposal. Additional quantities may be purchased by WCPS up to October 31, 2018.

13. **Pricing**
a. Prices must be guaranteed firm offers from the RFP due date through October 2018 allowing sufficient time to evaluate proposed electronic textbooks and digital resources for instructional purposes and issue a purchase order.

b. All prices are to be fully inclusive of all expenses including travel, overhead, profit, labor, incidentals, insurance, etc… and be the final cost to WCPS.

c. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Washington County is exempt. Pricing will be net and will not include the amount of any such tax. Bidders will be required to pay the tax on all purchases and can recover it only as a part of their bid price. Exemption certificates will be furnished upon request.

d. All prices must be FOB-Destination.

e. Unit Prices must be rounded off to no more than two decimal places unless so specified on the Price Proposal.

f. Price increases will not be accepted after submission of bid proposal or after orders are placed. Vendors are expected to understand the terms of this bid.

g. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

h. WCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in the Price Proposal.

i. Charges for express delivery will only be allowed if pre-authorized by WCPS in writing.

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

14. **Proposal Format and Procedures**
a. Proposals should be printed on 8.5" x 11" paper, with a cover page on each clearly displaying: 1) Bidder name, and 2) Contact person's name, address, phone and fax number, and email address.

b. Proposal responses must be submitted in a sealed envelope and clearly identified with the RFP Number and Name on the envelope.

11. **Delivery**
a. Delivery of digital resources must be guaranteed within 15 days after receipt of the Purchase Order. Hard bound text books must be guaranteed within 45 days after receipt of the Purchase Order. The Contract vendor must guarantee a 98% fill rate for all orders. Contract vendor must notify the office of English Language Arts (hankslur@wcps.k12.md.us) and the Purchasing Office (purchasing@wcps.k12.md.us) in advance of delivery, if unable to deliver all items as ordered.

b. Professional development and ancillary services will be provided during the time and place requested by the Contract Administrator.
c. Prices quoted are to include individual delivery to the schools identified. **All shipments shall be delivered FOB: Destination – no freight allowed.**

15. **Errors in Bid Submissions**
   a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder’s own risk.

b. Any failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for successfully fulfilling the order.

c. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Supervisor of Purchasing. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Supervisor of Purchasing that the mistake was either a scrivener’s error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor’s business.

d. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

16. **Rejection of Bids**
   a. WCPS reserves the right to cancel this RFP, to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, to conduct discussions with any or all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of the WCPS, and to make any such award as is deemed to be in its best interest.

b. The Board of Education of Washington County reserves the right to reject the bid of a bidder who has, in the opinion of WCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.

c. The Board of Education of Washington County reserves the right to reject the bid of a bidder who has, in the opinion of WCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.

   a. The Board of Education of Washington County retains the right to:
      i. Reject any and all bids, if it is deemed in the best interest of WCPS to do so.
      ii. Request revised or best and final pricing from all qualified bidders.
      iii. Reject bids for one or more of the following reasons:
         1. Failure of the bidder(s) to provide the requested information.
         2. Failure of the bidder(s) to respond to any question, request for information, clarification, presentation, or interview.
         3. Failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission, and response format.
         4. Collusion or the appearance of collusion, among or between firms.
         5. Lack of responsibility on the part of the bidder, as determined by the Contract Manager.
         6. Submission of a proposal, in whole or in part, that does not meet bid specifications as outlined herein.
7. Evidence submitted by, or investigation of, bidder fails to satisfy WCPS that the bidder is sufficiently experienced and qualified to carry out the obligations of the contract contemplated herein.

8. Other irregularities or inconsistencies within a proposal deemed significant deviations or issues by the Contract Manager.

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

17. **Proposal Withdrawal**
No proposal can be withdrawn after it is filed unless the Bidder makes a request in writing to the Supervisor of Purchasing, prior to the time set for the receipt of Proposals.

18. **Contract Formation**
a. Notification of the contract award will be made by letter after approval by the Board of Education of Washington County.

b. The primary form of contract is the purchase order(s), and any agreed-upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.

c. A secondary form of contract, if required, may be noted in this bid solicitation.

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

19. **Objection to Award**
Any company objecting to the bid procedure or the recommendation for award has five (5) business days following the date of award by the Board of Education to file a written protest with the Superintendent of Schools. It is the company’s responsibility to ascertain and confirm the date/time of the pertinent Board Meeting. The written appeal must be submitted on company letterhead, dated and signed by the senior officer in the company. The protest letter must include a request for review and ruling by WCPS, a detailed statement of the legal and factual grounds for the protest, including the resulting prejudice to the company, copies of relevant documents, and a statement of the form of relief being requested. Failure to comply with these instructions may result in the protest being deemed “not filed.” Bid protests received later than five (5) days of the Board Meeting will result in the protest being deemed “not timely.” **The WCPS will not respond or address bid protests that do not conform to these instructions.**

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

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

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

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

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

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

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

21. **Termination for Convenience**
   The contract may be terminated by WCPS in accordance with this clause in whole, or in part, whenever WCPS determines that such a termination is in the best interest of WCPS. Written notice shall be given a minimum of 60 days in advance. WCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

22. **Billing and Payment**
   a. Invoices shall be submitted to:

   Washington County Public Schools  
   Attn: Accounts Payable  
   10435 Downsville Pike  
   Hagerstown, MD  21740  
   Email: ap@wcps.k12.md.us

   b. Invoices and packing slips must contain the following information:

   i. Bid Number  
   ii. Brief Description of Item or Work Performed  
   iii. Quantity  
   iv. Unit Price Bid  
   v. Extended Total for Each Item

   c. WCPS standard payment terms are Net 30

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

24. **Incurring Bidders**
   The WCBOE accept no responsibility for any expense incurred in the proposal preparation and presentation, such expense is to be borne exclusively by the respondent bidder.

25. **Collusion among Bidders**
   Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a bidder is interested in more than one Proposal for the work contemplated
may result in rejection of all bids in which the bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders. Each bidder, by submitting a Bid certifies that it is not a party to any collusive action.

26. **Irregular Proposals**
   Proposals may be rejected if they show omissions or irregularities of any material kind. Proposals taking or noting exception to any mandatory element requested may be rejected in their entirety.

27. **Indemnification**
   The bidder shall reimburse, indemnify and hold harmless the Board of Education of Washington County for all loss resulting from the negligence of the bidder in the performance of this contract, and for all loss to the Board of Education resulting from the non-performance thereof, except those losses otherwise specifically excluded by the Board of Education.

28. **Ethics Policy**
   a. The Board of Education of Washington County has an Ethics Policy, which covers conflict of interest, financial disclosure, and lobbying. All bidders are expected to comply with any and all Ethics Regulation that may apply to them individually or as a business entity.
   
   b. All bidders should carefully review Board Regulation BBFE-R, Ethics Regulations, which prohibits WCPS employees from benefiting from business with the school system.

29. **False Statements**
   Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:
   
   a. In connection with a procurement contract a person may not willfully:
      i. falsify, conceal, or suppress a material fact by any scheme or device;
      ii. make a false or fraudulent statement or representation of a material fact; or
      iii. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
   
   b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
   
   c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding 5 years or both.

30. **Maintenance of Records**
   The Vendor agrees to make available at the office of the Vendor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth below, any of the records for inspection, audit, or reproduction by any authorized WCPS representative. The Vendor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract.

31. **Insurance**
   The Contractor shall purchase and maintain (throughout the life of this contract) such insurance as will protect the contractor, and the BOARD OF EDUCATION OF WASHINGTON COUNTY, from claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any subcontractor, lower tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

   This requested certificate of insurance will name the BOARD OF EDUCATION OF WASHINGTON COUNTY as an additionally insured party for general liability, professional liability and workers' compensation. The certificate will be submitted to the Purchasing Department (within 10 days of
receiving an Award Letter) verifying that the indicated below will be maintained prior to commencement of work.

Coverage Required:
Worker’s Compensation:
1. State
2. Employer’s Liability

Comprehensive General Liability (including Premises-Operations; Independent Contractor’s Protective products and Completed Operations; Board Form Property Damage);
1. Bodily Injury:
   $1,000,000.00 - Each occurrence
   $1,000,000.00 - Aggregate, Products and Completed Operations
2. Property Damage:
   $1,000,000.00 - Each occurrence
   $1,000,000.00 – Aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment, and contractor shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period.

Contractual Liability (Hold Harmless Coverage):
1. Bodily Injury:
   $1,000,000.00 - Each occurrence
2. Property Damage:
   $1,000,000.00 - Each occurrence
   $1,000,000.00 - Aggregate

Personal injury, with employment exclusion, deleted: $1,000,000.00.

Comprehensive Automobile Liability (Owned, non-owned, hired)
1. Bodily Injury:
   $ 500,000.00 - each person
   $2,000,000.00 - each occurrence
2. Property Damage:
   $1,000,000.00 - each occurrence

Professional liability, errors and omissions insurance at a limit of not less than $1,000,000.

32. Warranty
a. The awarded vendor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance.

b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded vendor(s), at their expense, shall correct the condition or they shall replace the part or entire unit of work/equipment to the complete satisfaction of WCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by WCPS to minimize the disruption to building/school operations.

c. Should the awarded vendor(s) fail to comply with the terms of this guarantee, WCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).
33. **Disputes**
   If a dispute arises under this agreement, each party shall appoint a representative to resolve the dispute. Both parties shall use best efforts to arrive at a final resolution of the dispute. In the event that a final resolution negotiated between party representatives is not attainable, each party reserves any legal or equitable rights it may have under law.

34. **Governing Law and Venue**
   The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Washington County, Maryland.

35. **Legal Compliance**
   The Bidder’s attention is directed to the fact that all applicable federal and state laws, county, local, and municipal ordinances, and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

36. **Substitutions**
   No substitution from the items submitted in this proposal will be permitted without express permission of the contract administrator. Any unapproved substitution will be grounds for rejection of the product upon delivery and returned at supplier’s expense, including transportation costs.

37. **Rider Clause**
   It is the intent of Washington County Public Schools to make any resulting contract available upon request to other governmental and educational agencies within the State of Maryland. This shall include public schools, private schools, parochial schools and/or state, community and private colleges within the State of Maryland. An agency using the RFP would enter into its own agreement with the contractor and this contract shall be binding only upon the parties signing such an agreement.

38. **Electronic RFP**
   This RFP is being made available by electronic means to expedite the Proposal submittal process. If a Bidder electronically accepts this document, they acknowledge and accept full responsibility to ensure that no changes are made to this RFP. In the event of a conflict between a version of the RFP in the Bidder’s possession and the Purchasing Office’s version of the RFP, the document held by the Purchasing Office shall govern.

39. **Hold Harmless**
   It is understood that firms providing proposals for this project shall defend and hold harmless the Board of Education of Washington County and its representations from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by persons(s) or property during the performance of this contract.

40. **eMaryland Marketplace Registration**
   Contractors are required to register with eMaryland Marketplace (https://emaryland.buyspeed.com/bso/) within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor’s self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.
SECTION II - SCOPE OF SERVICES

1. **Overview**
   Washington County Public Schools is soliciting proposals at this time for texts with print and digital materials for grades 6-10 English Language Arts from the 2018-2019 school year through the 2023-2024 school year. Interested offerors are encouraged to submit a proposal specific to these courses which would be utilized as the primary resource for instruction. Proposals may include a copy of student text, teacher text and any additional resources. **Proposals must include a sample log-in for accessing and previewing online digital content for teachers and students.**

2. **Secondary English Language Arts Courses**
   1. ELA 6/Merit ELA 6
   2. ELA 7/Merit ELA 7
   3. ELA 8/ Merit ELA 8
   4. English 9/ Honors English 9
   5. English 10/Honors English 10
   6. English 11/Honors English 11

   Refer to the enclosed curriculum documents for specific course standards.

   Refer to “District Electronic Textbook/Digital Resource Purchase” below for a breakdown of quantities of electronic textbook licenses to be purchased under this RFP.

   **District Electronic Textbook / Digital Resource Purchase:**

<table>
<thead>
<tr>
<th>Courses</th>
<th># Teachers*</th>
<th># Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA Grade 6</td>
<td>24</td>
<td>1,720</td>
</tr>
<tr>
<td>ELA Grade 7</td>
<td>23</td>
<td>1,670</td>
</tr>
<tr>
<td>ELA Grade 8</td>
<td>23</td>
<td>1,672</td>
</tr>
<tr>
<td>English 9/Honors English 9</td>
<td>23</td>
<td>1,800</td>
</tr>
<tr>
<td>English 10/Honors English 10</td>
<td>24</td>
<td>1,749</td>
</tr>
<tr>
<td>English 11/Honors English 11</td>
<td>23</td>
<td>1,639</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>140 teachers</strong></td>
<td><strong>10,250 students</strong></td>
</tr>
</tbody>
</table>

   - There are a total of 70 middle school English Language Arts teachers and 70 high school English teachers. Teachers may teach more than one course; and therefore, will need access to multiple courses and respective resources.

   Refer to “Shipping Information by Location” below for all potential delivery locations if needed.

   **Shipping Information by Location for any printed resources:**

<table>
<thead>
<tr>
<th>School and Address</th>
<th>School and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antietam Academy</td>
<td>Northern Middle School</td>
</tr>
<tr>
<td>40 W. Oak Ridge Drive</td>
<td>701 Northern Avenue</td>
</tr>
<tr>
<td>Hagerstown, MD 21740</td>
<td>Hagerstown, MD 21742</td>
</tr>
<tr>
<td>Barbara Ingram School for Art</td>
<td>Smithsburg High School</td>
</tr>
<tr>
<td>7 S. Potomac St.</td>
<td>66 North Main St</td>
</tr>
<tr>
<td>Hagerstown, MD 2170</td>
<td>Smithsburg, MD 21783</td>
</tr>
<tr>
<td>Boonsboro High School</td>
<td>Smithsburg Middle School</td>
</tr>
<tr>
<td>10 Campus Ave</td>
<td>68 North Main Street</td>
</tr>
<tr>
<td>Boonsboro, MD 21713</td>
<td>Smithsburg, MD 21783</td>
</tr>
</tbody>
</table>
3. **Technological Resources**
Electronic textbooks and digital resources must work effectively on tablets and laptops. All teachers have an Apple MacBook Air or Apple MacBook Pro laptop computer. All students in Grades 3-12 system-wide have an Apple iPad 2, Apple iPad Air, or Apple iPad Air 2 for use at home and school. Due to network security, Adobe Flash is not enabled on WCPS iPads for student use.

4. **Data Provided**
The following information is provided by WCPS as information to all prospective Bidders:
   a. School Addresses List
   b. District Enrollment
   c. Electronic Textbook / Digital Resource Evaluation Form
   d. Curriculum Standards

5. **Professional Development**
The Awarded vendor will be required to provide six (6) hours of on-site professional development for each teacher. The professional development will be provided in two (2) three (3) hour sessions; with WCPS providing the location (which will accommodate up to 50 participants per session) for a total of 150 participants. The dates and times of the professional development will be determined by WCPS.

6. **Content**
a. The Bidder shall prepare a proposal that describes their best commodities that the offeror desires to make available and the appropriate pricing structure.

   b. All proposals must be for the latest, most current edition or publication date.

7. **Option to Preview**
WCPS retains the right to pilot a classroom set of 30 electronic textbooks and digital resources until the end of the school year without charge at its discretion. Any exceptions to this plan must be disclosed in the proposal. Part of the selection process will include presentations by vendors who are selected as finalists.

<table>
<thead>
<tr>
<th>School and Address</th>
<th>School and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boonsboro Middle School</td>
<td>South Hagerstown High School</td>
</tr>
<tr>
<td>1 J-H Wade Drive</td>
<td>1101 South Potomac St</td>
</tr>
<tr>
<td>Boonsboro, MD 21713</td>
<td>Hagerstown, MD 21740</td>
</tr>
<tr>
<td>Clear Spring High School</td>
<td>Springfield Middle School</td>
</tr>
<tr>
<td>12630 Broadfording Rd</td>
<td>334 Sunset Avenue</td>
</tr>
<tr>
<td>Clear Spring, MD 21722</td>
<td>Williamsport, MD 21795</td>
</tr>
<tr>
<td>Clear Spring Middle School</td>
<td>Washington County Family Center</td>
</tr>
<tr>
<td>12628 Broadfording Road</td>
<td>221 McRand Court #300</td>
</tr>
<tr>
<td>Clear Spring, MD 21722</td>
<td>Hagerstown, MD 21740</td>
</tr>
<tr>
<td>E. Russell Hicks Middle School</td>
<td>Washington County Tech High School</td>
</tr>
<tr>
<td>1321 S. Potomac Street</td>
<td>50 West Oak Ridge Dr</td>
</tr>
<tr>
<td>Hagerstown, MD 21740</td>
<td>Hagerstown, MD 21740</td>
</tr>
<tr>
<td>Hancock Middle/Senior High School</td>
<td>Western Heights Middle School</td>
</tr>
<tr>
<td>289 West Main Street</td>
<td>1300 Marshall Street</td>
</tr>
<tr>
<td>Hancock, MD 21750</td>
<td>Hagerstown, MD 21740</td>
</tr>
<tr>
<td>North Hagerstown High School</td>
<td>Williamsport High School</td>
</tr>
<tr>
<td>1200 Pennsylvania Ave</td>
<td>5 South Clifton Drive</td>
</tr>
<tr>
<td>Hagerstown, MD 21742</td>
<td>Williamsport, MD 21795</td>
</tr>
</tbody>
</table>
SECTION III - PROPOSAL REQUIREMENTS

1. **Proposal Format**
   The following items shall be included in the proposal. The proposal should be organized by the same letter and heading title sections as follows:

   a. **Transmittal Letter**
      Transmittal Letter issued from the owner or principal of the business who will be responsible for all aspects of the contract. The letter shall indicate that the BIDDER agrees to the acceptance of the contract terms and conditions described in this Solicitation Document, attachments, Bidder’s Proposal, and Addendum as an integral part of the overall set of documents to be the final Agreement approved by the BOE.

      The letter must also identify the contact person (including an email address) for future communications and the person responsible for discussions regarding the proposal.

   b. **Summary of Bidder’s Offer**
      Submit a narrative summary of the Bidder’s offer to include proposed products, qualifications, and experience.

   c. **Order Processing**
      Provide the name and contact information for order processing inquiries during the performance period.

   d. **Financial Capacity**
      If available, proposals should include proof of eligibility to conduct business in the State of Maryland.

   e. **Litigation**
      Indicate whether the Bidder or any team member or any officers or principals have been party to any lawsuit involving its services or business and provide a summary of the issues and status of the lawsuits.

   f. **Exceptions**
      By submitting this Bid Proposal, your company agree to all terms, conditions and specifications as outlined within this bid solicitation document. If your company has exceptions please list them under section “f”. If your company has not exceptions please write “NONE”.

   g. **Price Proposal (Required Attachment A)**
      Completed (including a sample log-in and password for accessing and previewing online digital content for teachers and students) and signed.

   h. **References (Required Attachment B)**
      Proposals shall include a completed “Reference Proposal Form” with at least three recent (within past five years) references.

   i. **Affidavits (Required Attachment C and D)**
      Mandatory Bid/Proposal Affidavit - Completed and signed
      Contract Affidavit - Can be completed and signed with the bid or after award

   j. **Specification, Price, and Addenda Signature Acknowledgment (Required Attachment E)**
      Confirms that the vendors agrees to the terms and conditions, understands the specifications, and addenda, and confirms the prices provided. This document must be signed by a person who is legally authorized to make the proposal on behalf of the submitting company.
k. **Taxpayer Identification**

Each Proposer, whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

2. **Clarification of Proposals**

After identifying the most qualified offers based on the evaluation criteria, the Bidder may be required to clarify the proposal. Proposals should be submitted as “best and final” offers. However, WCPS may enter into negotiations with a company where a change in the originally proposed services is being considered, if deemed to be in the best interest of WCPS. Such a change would also be discussed with other finalist bidders, where applicable, based on the content of the proposal. Discussions may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at WCPS’ discretion.

3. **Proprietary and Confidential Information**

   a. All submitted documents are subject to public disclosure.

   b. Each offeror at its own expense must submit (if applicable) a proprietary and confidential redacted electronic copy (on a flash-drive or CD) of its proposal to be used in responding to Freedom of Information Act (FOIA) requests. If the offeror's submission does not have any proprietary and confidential information, please check the appropriate box on the Signature Acknowledgment page.

   c. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. It is the responsibility of the offeror to clearly identify each part of its proposal by marking the bottom right corner of each pertinent page with one-inch bold font letters stating the words “confidential” or “proprietary”. Bidders should provide justification why such material, upon request, should not be disclosed by WCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.

   d. The Offeror agrees that any portion of the proposal that is not stamped as propriety or confidential is not proprietary or confidential. Unless portions of a proposal are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request.

   e. WCPS will notify the vendor if a Freedom of Information Act (FOIA) request is received in connection with a Bid or RFP that has confidential information identified.

   f. If litigation is instituted against the Board of Education or its agents, the party opposing the release must provide representation to the Board or cover the cost of counsel and all other related litigation expenses. As a condition for WCPS keeping the information confidential, the offeror must agree to defend and hold WCPS harmless if any information is inadvertently released.

4. **RFP Solicitation**

This RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by your company and not an acceptance of any offer by WCBOE. No contractual relationship will exist except pursuant to a written Notice of Award/Acceptance and fully executed Purchase Order issued by WCPS.

5. **Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students**

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

b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per WCPS. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. If required, additional information regarding this requirement will be found in Specific Terms & Conditions.

c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on WCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.

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

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

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

7. Weapon Possession on School Property
   a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
   b. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

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

9. Student/Staff Confidentiality
   a. Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of WCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.
   b. The vendor/contractor/provider/consultant shall keep confidential, in accordance with federal and state laws, all confidential and medical information that is obtained as the result of the performance of the services described in this contract/agreement or memorandum of understanding.

10. Indemnification
    The Vendor shall indemnify, defend, and hold harmless the Board and its respective elected officials, employees, departments, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney’s fees, litigation expenses and court costs, connected therewith, brought against the
Board and its respective elected officials, employees, departments, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Vendor (or its employees, agents, or volunteers), including any and all claims, costs, and/or losses whatsoever occurring or resulting from the Vendor’s failure to pay any such compensation, wages, benefits, or taxes, and the supplying to the Vendor of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

11. **Force Majeure**

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

1. **Evaluation and Selection Committee**
   a. An Evaluation and Selection Committee will be selected to review and evaluate the Proposals. The Evaluation Committee will include representatives from Curriculum and Instruction and School-based instructional staff.
   b. The Evaluation and Selection Committee may request additional assistance from any source.
   c. Part of the selection process will include presentations by the finalists.

2. **Evaluation Criteria**
   a. To be eligible for consideration, a proposal must be timely received; properly signed; complete, including the Bid/Proposal Affidavit and other required forms; and fully compliant with the bid instructions.
   b. The Evaluation and Selection Committee will examine and evaluate each Proposal according to a uniform set of criteria, consisting of the following categories:
      - Instructional content and effectiveness (See Electronic Textbook / Digital Resources Evaluation Form included for informational purposes.)
      - Product Quality
      - Product Availability
      - References
      - Prices
      - Other criteria as determined by the Evaluation and Selection Committee

   It is expected that price of the electronic textbook / digital resource will be a lesser consideration in the selection than instructional content and effectiveness.

3. **Final Ranking and Selection**
   The Evaluation and Selection Committee will make a recommendation to WCBOE for the award of the contract to the company whose proposal is determined to be the most advantageous (highest rated) considering these evaluation factors.

4. **Minor Irregularities**
   Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived in the best interest of the WCBOE.

   These criteria are provided as a guide to the Evaluation and Selection Committee and may not be rigidly applied in the final analysis.
SECTION V – Tentative Schedule

Secondary English Language Arts Literature Text with Print and Digital Resources Adoption Timeline

Issue RFP: December 13, 2017

Pre-Proposal Meeting: January 9, 2018 at 10:00 am

Deadline for Written Questions: January 18, 2018 at 2:00 pm

Proposal Due: February 1, 2018

Review of Proposals by Supervisor/Content Specialist and selection of approximately 2-4 highest ranked proposals: February 2 - February 9, 2018

Presentations of highest ranked proposals to teacher selection committee: Tuesday, February 20 and Wednesday, February 21, 2018, 4:00 - 6:00 pm. Snow Date: Thursday, February 22, 2018, 4:00 - 6:00 pm.

Teachers on selection committee pilot use of textbooks/digital curriculum in their classroom: February 22 - March 14, 2018

Meeting to make final recommendation by teacher selection committee: Wednesday, March 14, 2018

Share recommendation with Curriculum and Instruction Committee: Tuesday, March 27, 2018

Curriculum Committee will share recommendation with WCBOE: Tuesday, April 3, 2017

Public review and comment (30 days): April 3, 2018 – May 2, 2018

Tentative Award Date: Tuesday, May 15, 2018