



Request for Proposals

Childcare Center at Funkstown

RFP 2021-04

Schedule

Issue Date:	July 30, 2020
Pre-Proposal Meeting:	August 5, 2020 at 10:00 AM EST Funkstown Elementary School 23 Funkstown Rd Hagerstown, MD 21740
Deadline for Written Questions Submission:	August 6, 2020 by 1:00 PM EST
Proposal Due:	August 12, 2020 by 11:00 AM EST
Bids will be submitted via email to Scott Bachtell (bachtsco@wcps.k12.md.us) and Michelle Schultz (SchulMic@wcps.k12.md.us) in PDF format. A hard copy of all documents with original signatures will be requested after bid opening by WCPS Purchasing Staff, if there is a conflict between the electronic copy and the hard copy the electronic copy will govern. The Center for Educational Services (CES) is closed, bid submissions cannot be delivered via hardcopy. <u>Bids must be submitted via Email.</u>	
Tentative Award Date:	August 17, 2020

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

Jeff Proulx
Chief Operating Officer
301-766-2826
ProulJef@wcps.k12.md.us

This Bid/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 Bid/RFP and similar projects on our web site.

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Required Attachments (available as separate documents on the WCPS Purchasing website)

- A. Funkstown Elementary School Floor Plan
- B. Draft Lease Agreement
- C. Specification, Price, and Addenda Signature Acknowledgment

SECTION I - GENERAL TERMS AND CONDITIONS

1. **Introduction**

It is the intent of Washington County Public Schools (WCPS) to solicit sealed proposals from licensed childcare providers who approved by the State of Maryland. The provider would establish a childcare center at Funkstown Elementary School. The center would be open throughout the school year to offer care and assistance with distance learning to school aged children in pre-kindergarten through grade five.

2. **Definitions**

As contained herein, the terms “WCPS”, WCBOE, “Schools” and/or “Owner” means Washington County Public Schools/Washing 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. The term “contractor” means an offeror awarded a contract as a result of this solicitation. The terms “General and Special Provisions”, “requirements”, “scope”, “specifications”, and “criteria” mean the services, terms, and conditions required by the Bid/RFP.

3. **Receipt of Bids**

- a. ***Bid must be sent via email to:*** Scott Bachtell (bachtsco@wcps.k12.md.us) and Michelle Shultz (SchulMic@wcps.k12.md.us) by the time and date listed on the coversheet, unless changed via an addendum at which point submissions need to be submitted by that time and date.
- b. The email submission shall have the Bid Number and Title in the Subject of the email.
- c. Bids received prior to the time of opening will be acknowledged via email 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.

4. **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.
- c. Addenda will be issued no later than two (2) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- 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.

5. **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:
www.Egov.maryland.gov/BusinessExpress
 - 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.
6. **Bid Opening**
- a. A list of companies who submitted will be emailed to the email address that submitted after the due date and time.
 - b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made.
 - c. Final award recommendation, and the bid tabulation, will be posted on the WCPS webpage.
7. **Award or Rejection of Bids**
- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service.
 - b. WCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
 - c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of 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. The Board of Education of Washington County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
 - e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of WCPS.
 - f. 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.
 - g. WCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
 - h. If, after competitive sealed bids have been opened, the Purchasing Manager 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.
 - i. A recommendation for the award of a contract may 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.
 - j. Washington County Public Schools 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.
 - k. Washington County Public Schools 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.
 - l. 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.
8. **Contract Formation**
- a. Notification of the contract award will be made by letter.
 - b. The primary form of contract will be a Lease Agreement, and any agreed-upon schedules, addenda, drawings, and documents associated with the Bid/RFP solicitation/submission/award.

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

9. **Objection to Award**

After award of the agreement WCPS will send notification of award to all bidder's email. Any company objecting to the award has five (5) business days following the date of award notification to submit written protest to the Superintendent of Schools.

10. **Insurance**

- a. The Lessee shall purchase and maintain (throughout the term of this Lease) such insurance as will protect the Lessee and the Lessor from claims that may arise out of or result from Lessee's use of the Leased Premises.
- b. All insurance must be underwritten by an insurer permitted to do business in the State of Maryland and acceptable to the Lessor.
- c. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to Lessor.
- d. Lessee shall provide evidence of insurance by signed certificate of insurance for not less than the limits specific below:

Coverage Required:

Worker's Compensation statutory limits:

- 1. State
- 2. Employer's Liability
- 3. Workers compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 - each accident for bodily injury by accident;
- \$ 100,000 - each employee for bodily injury by disease; and
- \$ 500,000 - policy limit for bodily injury by disease.

Comprehensive Commercial General Liability

- 1. Bodily Injury:
 - \$1,000,000.00 - Each occurrence
 - \$2,000,000.00 - Aggregate, Products and Completed Operations
- 2. Property Damage:
 - \$1,000,000.00 - Each occurrence
 - \$2,000,000.00 - Aggregate

Comprehensive Automobile Liability (Owned, non-owned, hired)

- \$1,000,000.00 - each person
- \$2,000,000.00 - each occurrence
- \$1,000,000.00 - each occurrence

Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$2,000,000 - per occurrence and aggregate

- e. Lessee must provide Lessor with a certificate of insurance and said certificate of insurance must list **BOARD OF EDUCATION OF WASHINGTON COUNTY** as an **additional insured party** for general liability and umbrella excess liability.
- f. In addition, the following **must** be in the Additional Remarks of the certificate of insurance: **“The Board of Education of Washington County and its elected and appointed officials, officers, employees, and authorized volunteers shall be named as additional insureds on the Lessee’s general liability insurance with respect to liability arising out of the Lessee’s use of the Leased Premises.”**
- g. The certificate will be submitted to the Purchasing Department (**within five (5) days of receiving an Award Letter**).
- h. **The CERTIFICATE HOLDER shall be listed as:**

**Board of Education of Washington County
10435 Downsville Pike
Hagerstown, MD 21740**

11. **Independent Contractor Status**

The Vendor acknowledges its status as an independent contractor while performing services on behalf of WCPS and the Washington County Board of Education and that the Board’s workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor’s performance of services for the Board.

12. **Taxes**

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.

13. **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. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against WCPS for any miscalculation, misunderstanding, error (either omission or commission), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from WCPS when the Bidder failed to fully inform itself.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the 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.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

14. **Billing**

- a. Invoices will be issued by WCPS Monthly
- b. Payment shall be submitted to:

Washington County Public Schools
Attn: Accounts Receivable
10435 Downsville Pike
Hagerstown, MD 21740
Attn: David Brandenburg (301-766-2831)

- c. WCPS standard payment terms are Net 30

15. **Hold Harmless**

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

16. **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 20 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.

17. **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.

18. **Compliance with Specifications**

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications.
- b. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator for a decision before proceeding.

19. **Laws and Regulations**

- a. The vendor will comply with all Federal, State, and local laws, ordinances, and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to WCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Washington County policies and WCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

20. **Minority and Small Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation notice. However, there is no MBE participation goal for this procurement.

21. **Drug, Alcohol, and Tobacco-Free Workplace**

- a. All awarded vendors and subcontractors must abide by Board Policy GBEC while working on any WCPS property at all times.
- b. The Board of Education is committed to providing a safe and productive work environment consistent with the standards of the community in which it operates. Alcohol and drug use/abuse pose a threat to the health and safety of children and employees as well as to the security of equipment and facilities. The Board expects a work environment free of any use, possession, or distribution of alcohol or illegal drugs and the abuse of controlled or non-controlled substances.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

22. **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.

23. **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) 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.

24. **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.

25. **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 materials and/or raw materials that are directly attributable to the cause of delay. WCPS reserves the right to cancel the contract and/or purchase products, 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.

26. **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, the Supervisor of Purchasing will issue a final decision.

27. **Non-Collusion**

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

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. **Conflict of Interest**

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

30. **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.
31. **Audit and Document Retention**
The Awarded Vendor shall retain and maintain all records and documents relating to this contract for four (4) years after final payment or such longer period of time as required by law or rule or regulations. The Contractor shall: (i) maintain complete and accurate books and records regarding its business operations relevant to the calculation of amounts payable under the Contract and any other information relevant to the Contractor's compliance with the terms and conditions of the Contract; and (ii) upon WCPS' request, make such books and records, as well as any of its employees, agents, affiliates, or subcontractors who might reasonably have information related to such records, available during normal business hours for inspection, audit, or reproduction by any authorized WCPS representative. WCPS shall: (a) provide the Contractor with reasonable prior notice of any audit; (b) undertake an audit not more than once per calendar year, except for good cause shown; and (c) conduct or cause to be conducted such audit in a manner designed to minimize disruption of the Contractor's normal business operations.
32. **Right to Data**
All data, reports and other documents generated for the Board, provided by the Board, and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the Board, and shall be returned to the control of the Board upon completion of the contract. No personal child, employee, or Board information, as defined by federal and state law and Board policy, shall be disclosed or published unless otherwise agreed herein.

SECTION II - SPECIFIC TERMS AND CONDITIONS

1. **Pre-Proposal Conference**

A pre-proposal conference will be held at the date, time, and location listed on the coversheet of this Bid/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).

2. **Questions and Inquiries**

Questions and inquiries should be emailed to Scott Bachtell (bachtsco@wcps.k12.md.us) with a copy to Jeff Proulx (ProulJef@wcps.k12.md.us). Please put the following in the subject line "2010-04 – Childcare Center at Funkstown".

3. **Contract Period**

The initial contract term shall be effective from Date of Award, through June 30, 2021, unless otherwise terminated per the clauses in the RFP and/or Lease document. The lease agreement may be extended on yearly basis with all terms and conditions of the original contract remaining unchanged.

4. **Pricing**

Pricing submitted on a per child basis must be held firm until June 30, 2021.

5. **Acceptance of Terms and Conditions**

This Bid/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 WCPS. No contractual relationship will exist except pursuant to a written Notice of Award/Acceptance and a fully executed Purchase Agreement issued by WCPS.

By submitting a response to this Bid/RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in the Bid/RFP and addenda unless an exception is clearly noted and the reason for the exception explained in the proposal. Failure to indicate any exception in the Proposal shall be an indication that the respondent will fully comply with all Bid/RFP requirements as written.

6. **Proposal Format and Preparation**

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

Please utilize the format below to organize your proposal.

Technical Proposal

- a. Introductory Cover Letter (including contact information for key staff)
- b. Provide your Program Elements
 - i. Overview of your Program
 - ii. Anticipated Opening Date
 - iii. Student Capacity/Minimum Number of Enrolled Children Required
 - iv. Staffing Model/Qualifications
 - v. Academic Assistance provided to students

- vi. Plans for Daily Custodial Cleaning
- vii. Plans for Meal Services
- viii. Plans for handling of sick children and staff (including potential COVID-19 infection)
- c. Proof of Licensure with the State of Maryland or Anticipate Date of being Licensed
- d. Cost per Student (paid by parent or guardian)
- e. Hours of Operations (For both Children and Staff)
- f. Proof of Insurance
- g. References
- h. Specification, Price, and Addenda Signature Acknowledgment (signed)

7. Proposal Submission

- a. **Bid must be sent via email to:** Scott Bachtell (bachtsco@wcps.k12.md.us) and Michelle Shultz (SchulMic@wcps.k12.md.us) by the time and date listed on the coversheet, unless changed via an addendum at which point submissions need to be submitted by that time and date.
- b. 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.
- c. All forms must be properly completed and where applicable signed by an officer or principal of the company.

8. Evaluation

A committee of WCPS staff will independently review and evaluate each technical proposal. The determination of ranking of the bids according to these criteria rests with the Supervisor of Purchasing whose final judgment will not be grounds for appealing the contract award.

Technical Proposal 50 Points

- Proof of Licensure with the State of Maryland or Anticipate Date of being Licensed
- Program Elements
- Hours of Operations
- Insurance Coverage
- Employee Qualification and Training
- References

Capacity Proposal 20 Points

- Identified Capacity/Minimum as Proposed in the Technical Proposal

Pricing Proposal 30 Points

- Cost per Child (paid by parent or guardian)

Total: **100 Points**

9. Award

It is WCPS' intent to award the contract to the firm(s) which, based upon the criteria for evaluation, is the most responsive, responsible and the most qualified to accomplish the scope of services (work) and is in the best interest and of the best value to WCPS.

10. Right to Negotiate

The WCPS retains the right to negotiate specific contractual terms for products, services, and pricing. However, each bidder should submit a best and final offer in their initial bid package. Based upon the initial price offers, WCPS may or may not conduct price negotiations or discussions with any/all Bidders. Based on a change in the specifications, or if the price offers exceed the available funds, the Supervisor of Purchasing

may invite revised price offers from finalist companies only. The WCPS reserves the right, in its sole discretion, to award a contract based upon the original written proposals received without further discussion or negotiation.

11. Electronic Version

The Bid/RFP has been made available by electronic means to expedite the Proposal submittal process. The Bidder acknowledges and accepts fully the responsibility to ensure that no changes are made to this Bid/RFP. In the event of a conflict between a version of the Bid/RFP in the Bidder's possession and the Purchasing Department's version of the Bid/RFP, the document held by the Purchasing Department shall govern. A hard copy of all documents must be submitted with original signatures, if there is a conflict between the electronic copy and the hard copy the hard copy will govern.

12. Non-Scheduled School Closings

Vendors shall be responsible to become aware of scheduled closings and unscheduled closings due to inclement weather or other causes beyond the control of WCPS. Non-scheduled closings shall be posted on the WCPS website (<http://wcpsmd.com/>). Vendors should communicate with the Contract Administrator or his or her designee on any adjustments in the calendar year. In the event of a closing, the vendor must contract WCPS Contract Administrator or his or her designee to determine a mutually agreeable delivery schedule.

13. Contractor Employee Conduct

The vendor shall enforce strict discipline and good order among the vendor's employees and other persons carrying out the contract. The vendor shall not permit employment of the unfit persons or person not skilled in tasks assigned to them. WCPS reserves the right to direct the vendor to remove from the project site, any employee of the vendor for misconduct, violations of the provisions of the contract, or for any inappropriate interactions with students, faculty or staff of WCPS. Such removal may, at the option of WCPS be for the duration of the contract and shall occur at no increase to WCPS.

14. Damages/Responsibilities for Items Tendered

The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.

15. Permits

Permits and licenses necessary for the execution of the work will be secured and paid for by the vendor.

16. Protection of Work and Property

- a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.
- b. The vendor will comply with applicable laws, ordinances, regulations, and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safeguard WCPS property will be borne by the vendor.
- c. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from WCPS. The vendor will notify the Contract Administrator of their actions as soon as possible.

SECTION III – BUILDING AND SERVICE INFORMATION

1. **Location**

- a. Funkstown Elementary School - 23 Funkstown Rd, Hagerstown, MD 21740
- b. A floorplan of the school is attached. There are 8 classrooms (**Orange X**) large enough to accommodate 15 individuals. There are 2 additional open spaces (**Blue X**) that were used as the media center and computer lab that could accommodate 10 individuals. The Multi-purpose room (**Green X**) could be segmented to accommodate 2-4 additional groups or left as an open space to provide for an indoor recess space for inclement weather days. The yellow highlighted kitchen and office (custodial and PE) would be used by WCPS throughout the year. The main office (unmarked) could be used as an alternate classroom and does contain a restroom. The old core offices (**Red X**) in the center of the building could be the child care center office and any necessary seclusion rooms.

2. **Capacity**

The facility will hold up to 130-175 children based on how all the spaces are used.

3. **Proposed Selection Process for Enrolling Students:**

The impetus for the offering the facility for child care is to support WCPS teachers in finding appropriate cost-effective child care so that they are able to report to their classrooms and virtually teach their assigned students. As such, the following priority order is identified for enrollment selection process:

- a. Students of WCPS teachers only until August 24, 2020
- b. Students of WCPS administrators
- c. Students of WCPS support personnel
- d. Students of Washington County First Responders (medical, police, fire, ems)
- e. Students of other community members

4. **Building Amenities Provided by the Owner**

This building was utilized as an elementary school during the last school year. Under the rental agreement, WCPS will provide the following:

- Student Desks/Tables and Chairs
- Staff Desk and Chair
- Playground, exterior play areas and fields
- WCPS Networked (filtered) WiFi
- Building Security – Awardee staff will be issued Building Access Badges
- Electric/Lighting
- Water/Sewer
- Heating and Air Conditioning
- Dumpster Service
- Building Maintenance
- Grounds Maintenance/Grass Mowing
- Snow Removal.

5. **Building Closures and Delayed Openings**

- a. Closed:
 - i. During identified WCPS holidays the childcare center will be closed.
 - ii. The Provider will be responsible for notifying all parents if the child care program is unable to be open/operate for any reason.

- b. Delayed Opening:
 - i. Under the scenario of a delayed opening, the child care program shall follow the WCPS delayed opening schedule. If WCPS delays the start time of the school day by a prescribed amount of time, the child care program must correspondingly delay the start time of before school care services by the same amount of time.
- c. Early Closing:
 - i. Under the scenario of an early closing, the child care program shall be allotted one hour, beyond the time of school closing, to make arrangements for parents to pick up children that are enrolled in the after-school child care program.
- d. Other Emergencies
 - i. The child care program will not operate/open when schools and offices are closed due to emergency event/incident.

6. Contact Information

The following are the WCPS contacts for the Awarded Providers

- a. Building and Grounds Maintenance Contact the Maintenance and Operations Department
 - a. Andrea Knode – 301-766-2881
 - b. Mike Stouffer – 301-766-2887
 - c. After Hours Emergency – 301-730-2002

7. Awarded Provider Building Responsibilities

- a. Return space to its original condition or better
- b. Space must be left neat and clean
- c. All equipment/supplies must be put away
- d. Tables and chairs must be wiped and clean
- e. Floors must be swept clean
- f. Lights and fans must be turned off
- g. Windows must be closed and locked

8. Awarded Provider Supplies, Services and Equipment

The Provider will be responsible for the following:

- a. All Custodial Supplies and Services
- b. All Equipment not otherwise listed
- c. All Supplies not otherwise listed
- d. Medical Services/First Aid Supplies
- e. Snacks/Food, If applicable