

## Pre-K Core Resource

### RFP 2023-09

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#### Procurement Schedule

<b>Issue Date:</b>	<b>July 28, 2022</b>
<b>Pre-Proposal Meeting:</b>	N/A
<b>Deadline for Written Questions Submission:</b>	<b>August 10, 2022 at 11:00 AM EST</b>
<b>Proposal Due:</b>	<b>August 31, 2022 by 11:00 AM EST</b> Washington County Public Schools Center for Education Services 10435 Downsville Pike Hagerstown, Maryland 21740
<b>Finalist Interviews:</b>	<b>September 15 - 22, 2022</b> <b>Interview start time 4:00pm or later EST</b>
<b>Tentative Award Date:</b>	<b>November/December, 2022</b>

*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](mailto:bachtSco@wcps.k12.md.us)

##### **Contract Administrator**

Carly Pumphrey  
Supervisor of ELA and Social Studies  
301-766-8706  
[pumphcar@wcps.k12.md.us](mailto:pumphcar@wcps.k12.md.us)

*This RFP document is posted on the WCPS Purchasing website at [www.wcpspurchasing.com](http://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 website.*

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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 Affidavit (Fillable PDF)
- E. Signature Acknowledgment Page

**The following are separate documents on the WCPS Purchasing website**

**Curriculum Standards**

- Pre-K ELA Standards

**Evaluation Rubric**

- Pre-K ELA High Quality Instructional Materials Consensus Reporting

## 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 a comprehensive, core resource for use in our Pre-kindergarten ELA courses from the 2022-2023 school year through the 2026-2027 school year:

Interested offerors are encouraged to submit a proposal specific to this course which would be utilized as the core resource for instruction for the next five years. Award will be made to the highest rated bidder using the evaluation criteria noted herein. WCPS may award this RFP to multiple vendors based on their submission according to specific courses or grade bands.

The Washington County of Board of Education (“WCBOE”) is the legal entity and governing authority that will award the resulting contracts. Bidders are requested to submit comprehensive proposals for as many items as available in response to this RFP.

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”, “vendor”, 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](http://wcpspurchasing.com). Contact Beverly Bergan, Purchasing Associate, at 301-766-2841, or by email to: [bergabev@wcps.k12.md.us](mailto: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 Meeting**

A pre-proposal conference will not be held.

### 5. **Questions and Inquiries**

Questions and inquiries should be emailed to Scott Bachtell ([bachtsco@wcps.k12.md.us](mailto:bachtsco@wcps.k12.md.us)) with a copy to Carly Pumphrey ([pumphcarl@wcps.k12.md.us](mailto:pumphcarl@wcps.k12.md.us)). Please put the following in the subject line “2023-09 – Pre-K Core Resource”.

6. **Instructions for Submitting a Proposal**

Any changes to the RFP will be communicated in writing to all prospective bidders by addendum to this RFP. Addenda will be posted to the WCPS Purchasing website ([www.wcpspurchasing.com](http://www.wcpspurchasing.com)) and no direct mailings/email communications will be issued. All prospective bidders should check the website for addenda periodically and especially after the deadline for questions.

7. **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 (5) 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.

8. **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.

9. **Proposal Submission**

The proposal shall be submitted or hand-delivered by the time and date listed on the coversheet to Washington County Public Schools, 10435 Downsview Pike, Hagerstown, MD 21740, Attn: Purchasing Department. Proposals submitted after that time and date will be returned unopened. Emailed submission will not be accepted.

The Proposal must include the following:

	Quantity
Hard Copy Original:	One (1)
Hard Copy	One (1)
Electronic Version, (USB Flash Drive)	One (1)
➤ <i>Including a redacted version if applicable</i>	

***Proposals must include a sample log-in for accessing and previewing online digital content for teachers and students.***

- a. 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.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS, 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 will be considered non-responsive.
- c. All forms must be properly completed and where applicable signed by an officer or principal of the company.
- d. The proposal must be received by the proposal submission date as indicated on the RFP Coversheet. Late proposals will not be accepted. Vendors assume the responsibility to ensure submission by the Proposal Submission Deadline set forth in RFP Coversheet.
- e. In the event that it becomes necessary to revise any part of this RFP, WCPS will issue an Addendum that will be posted on the WCPS purchasing website (where the original RFP documents are posted).
- f. A proposal submitted in response to this RFP shall constitute a binding offer. A submission in response to this RFP acknowledges acceptance by the vendor of all terms and conditions including compensation, as set forth herein. A vendor shall identify clearly and thoroughly any variation between its proposal and WCPS's RFP requirements. If the vendor fails to identify variations, the vendor waives the right to subsequently modify the terms of performance, except as outlined or specified in the RFP. Vendors, please note: if you do offer suggested modifications, WCPS, at its sole discretion, will decide to reject, accept or further negotiate requested changes.
- g. Please reference Section I, Number 33. Proprietary and Confidential Information for any confidential information submitted to WCPS.
- h. The Proposal shall be organized per the Proposal Format in Section III.

10. **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. ***Bid sent via email will not be accepted.***
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:

- Bidder Name
- Bid Number and Name
- Due Date and Time

- 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.
- Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- 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).

11. **Bid Opening**

- Bids shall be opened in public at the time and place designated in the bid solicitation.
- 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.
- Final award recommendation, and the bid tabulation, will be posted on the WCPS webpage, after the Board of Education of Washington County approval.

12. **Award**

- 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.
- This bid may be awarded to a single bidder or to multiple bidders. The RFP Evaluation and Selection Committee will determine what is in the best interest of Washington County Public Schools.
- 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.
- A bidder may restrict his/her bid to be considered in the aggregate by so stating, but should name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the items, without quoting a price on each and every separate item, may be considered non-responsive. Unless a bidder has restricted his/her bid, Award may be made to one or more vendors for elementary mathematics core resources. WCPS reserves the right to select the proposal(s), which will be in the best interest of the WCBOE.
- 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.
- 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.
- 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 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.
- i. 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.

13. **Contract Period**

The curriculum purchased would cover Washington County Public Schools with a soft start in January 2023 and full implementation the 2023-2024 school year through the 2027-2028 school year. The intent of this contract is to make a one-time purchase of the estimated purchase quantities listed on the Price Proposal. Additional quantities may be purchased by WCPS throughout the term of the contract at the prices submitted.

14. **Pricing**

- a. Prices must be guaranteed firm offers from the RFP due date through January, 31 2023 allowing sufficient time to evaluate proposed instructional 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/manufacture 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.

15. **Technology-Based Instructional Products**

All WCPS technology-based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

16. **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 ELA and Social Studies ([leavyjon@wcps.k12.md.us](mailto:leavyjon@wcps.k12.md.us)) and the Purchasing Office ([purchasing@wcps.k12.md.us](mailto:purchasing@wcps.k12.md.us)) in advance of delivery, if unable to deliver all items as ordered. On-time delivery assumes that all necessary information to complete the delivery has been provided.
- b. Professional development and ancillary services will be provided during the time and place requested by the Contract Administrator and agreed to by the awarded vendor.
- c. Prices quoted are to include individual delivery to the schools identified. **All shipments shall be delivered FOB: Destination – no additional freight charges allowed.**

17. **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.

18. **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.

19. **Proposal Withdrawal**

Bids may be withdrawn by a written request from the submitting vendor before the scheduled date and time for Bid opening.

20. **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, and documents associated with the RFP 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.

21. **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.***

22. **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. If payment has already been made, a pro-rated amount will be refunded to WCPS. The pro-rated amount will be the total amount paid divided by the number of months of service paid. The refunded amount will be the remaining months times the pro-rated monthly amount. 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.
  - 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.

23. **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. If payment has already been made, a pro-rated amount will be refunded to WCPS. The pro-rated amount will be the total amount paid divided by the number of months of service paid. The refunded amount will be the remaining months times the pro-rated monthly amount.

24. **Billing and Payment**

- a. Invoices shall be submitted to:

Washington County Public Schools  
Attn: Accounts Payable  
10435 Downsview Pike  
Hagerstown, MD 21740  
Email: [ap@wcps.k12.md.us](mailto: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

25. **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. This agreement may be assigned in connection with a merger, consolidation, or sale of the company.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

33. **Insurance**

- a. The vendor shall purchase and maintain (throughout the term of this Bid/RFP) such insurance as will protect the vendor and the owner from claims that may arise out of or result from the vendor.
- b. All insurance must be underwritten by an insurer permitted to do business in the State of Maryland and acceptable to the owner.
- 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 owner.
- d. The vendor 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

Professional liability

\$1,000,000 - per occurrence and aggregate

- e. The vendor must provide the owner 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 Professional’s commercial general**

**liability insurance with respect to liability arising out of the services provided under this Contract by the Professional.”**

- g. The certificate will be submitted to the Purchasing Department (**within ten (10) 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**

**34. 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.

**35. Criminal Background Check**

- a. It is the responsibility of Vendor to make certain, through a criminal background check, that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part V, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by the Criminal Law Article of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by Vendor. The Vendor and its employees, agents and volunteers shall also be free of tuberculosis.
- b. In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, a person who enters into an agreement with a local board of education may not knowingly employ an individual to work at a school if the individual is a registered sex offender. Therefore, in contract awards between the Washington Board of Education and vendors/contractors and their subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be working

on the school property, making deliveries or visiting the school property for business purposes.

36. **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 students 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.

37. **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.

38. **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.

39. **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.

40. **Proprietary and Confidential Information**

- a. All submitted documents are subject to public disclosure.
- b. Please submit **one (1) pdf of your entire redacted proposal** (see c and d). Each section should be identified within the pdf.
- c. **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.**
- d. 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.

- e. 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.
- f. 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.

**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 ligation 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.**

**41. 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).

**42. 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.

**43. 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.

**44. 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.

**45. 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.

**46. Compliance with House Bill 486**

During the 2019 legislative session, a new law was adopted (House Bill 486, Child Sexual Abuse and Sexual Misconduct Prevention), which requires an entity that contracts with a local board of education to provide a service to a school or the students of a school to conduct a comprehensive background check on applicants for a position involving contact with minors. The new legal requirement is in addition to the existing law which requires your entity to conduct a formal Federal Bureau of Investigations (FBI) criminal background check (see term 31 below) on its employees, agents, or others that are authorized under this contract to provide services to students. The current law also prohibits a registered sex offender from being on school property (see term 30 below).

The required documentation will be included with the Memorandum of Understanding (MOU) between the awarded vendor(s) and the Washington County Board of Education. This document must be completed, signed, and submitted back to the Contract Administrator. Your entity is not authorized to provide any services until the

appropriate documentation has been submitted and approved by the Contract Administrator.

The Maryland State Department of Education has provided guidance and answers to many frequently asked questions regarding HB486. Please see the guidance document linked below for additional information.

<http://marylandpublicschools.org/about/Documents/DEE/ChildSexualAbuse/MSDEGuidanceHouseBill486.pdf>

47. **Substitutions**  
No substitution from the items submitted in this proposal will be permitted without the express permission of the contract administrator. Any unapproved substitution will be grounds for rejection of the product upon delivery and returned at the supplier's expense, including transportation costs.
48. **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.
49. **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.
50. **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 and arising from the execution of this contract.
51. **eMaryland Marketplace Advantage (eMMA) Registration**  
Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (eMMA). Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at (<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>) regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.



## SECTION II - SCOPE OF SERVICES

1. **Overview**

Washington County Public Schools is soliciting proposals at this time for a comprehensive, core resource for elementary school ELA in grade PreKindergarten with a soft start in January 2023 and full implementation the 2023-2024 school year through the 2027-2028 school year. Interested offerors are encouraged to submit a proposal specific to these courses which would be utilized as the core resource for instruction. Proposals may include digital and/or physical resources for students, teachers, and/or any other additional instructional materials. **Proposals must include a sample log-in for accessing and previewing online digital content for teachers and students, if applicable. Proposals must also include research tied to the product’s effectiveness or impact on student achievement.**

2. **Elementary School ELA Course**

1. Grade Pre-Kindergarten ELA

Refer to the enclosed curriculum documents ([Curriculum Standards](#): PreK only) for specific course standards.

Refer to “District Core Resource Purchase” below for a breakdown of quantities of materials and/or licenses to be purchased under this RFP.

District Core Resource Purchase:

<b>Courses</b>	<b># Teachers*</b>	<b># Students</b>
Grade Pre-Kindergarten ELA	66	1,100

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

Shipping Information by Location for any printed resources:

<b>School Name</b>	<b>School Address</b>
Bester Elementary	385 Mill Street, Hagerstown, MD 21740
Boonsboro Elementary	5 Campus Ave., Boonsboro, MD 21713
Cascade Elementary	14519 Pennersville Rd., Cascade, MD 21719
Clear Spring Elementary	12627 Broadfording Rd, Clear Spring, MD 21722
Eastern Elementary	1320 Yale Drive, Hagerstown, MD 21742
Emma K Doub Elementary	1221 South Potomac Street, Hagerstown, MD 21740
Fountain Rock Elementary	17145 Lappans Rd, Hagerstown, MD 21740
Fountaindale Elementary	901 Northern Ave, Hagerstown, MD 21742
Greenbrier Elementary	21222 San Mar Rd., Boonsboro, MD 21713
Hancock Elementary	290 West Main St, Hancock, MD 21750

Hickory Elementary	11101 Hickory School Rd., Williamsport, MD 21795
Jonathan Hager Elementary	12615 Sedgwick Way, Hagerstown, MD 21740
Lincolnshire Elementary	17545 Lincolnshire Rd, Hagerstown, MD 21740
Maugansville Elementary	18023 Maugans Ave., Hagerstown, MD 21740
Old Forge Elementary	21615 Old Forge Rd., Hagerstown, MD 21742
Pangborn Elementary	195 Pangborn Blvd., Hagerstown, MD 21740
Paramount Elementary	19410 Longmeadow Rd., Hagerstown, MD 21742
Pleasant Valley Elementary	1707 Rohrsersville Rd., Knoxville, MD 21758
Potomac Heights Elementary	301 East Magnolia Ave., Hagerstown, MD 21742
Rockland Woods Elementary	18201 Rockland Dr., Hagerstown, MD 21740
Ruth Ann Monroe Primary	1311 Yale Drive, Hagerstown, MD 21742
Salem Avenue Elementary	1323 Salem Ave. Extended, Hagerstown, MD 21740
Sharpsburg Elementary	17525 Shepherdstown Pike, Sharpsburg, MD 21782
Smithsburg Elementary	67 North Main Street, Smithsburg, MD 21783
Williamsport Elementary	1 South Clifton Drive, Williamsport, MD 21795

3. **Technological Resources**

Electronic textbooks and digital resources must work effectively on Apple products and Chromebooks.. All PreK teachers have an Apple MacBook and an iPad and/or Chromebook. All students in Grades PreK have an iPad or Chromebook for use at home and school. Due to network security, Adobe Flash is not enabled on WCPS iPads or Chromebooks 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. Core Resource Evaluation Form
- d. [Curriculum Standards](#): PreK only

5. **Professional Development**

The Awarded vendor will be required to provide at least three (3) hours of professional development for each teacher.

The dates and times of the professional development will be mutually agreed upon by WCPS and approved vendor.

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**

Part of the selection process will include presentations by vendors who are selected as finalists.

WCPS plans to pilot two classroom sets of 20 core resources, including print or digital materials, September 23-October 24 without charge. Any exceptions to this plan must be disclosed in the proposal.

### SECTION III - PROPOSAL REQUIREMENTS

#### 1. **Proposal Format**

Proposals should be printed on 8.5" x 11" paper, with a cover page clearly displaying the Original or Copy, Bidder's name, and a contact person's name, address, phone number, and email address. The proposal should include a table of contents with the Price Proposal and all signature pages clearly labeled in one section.

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. **No Exceptions**  
By submitting this Bid Proposal, your company agree to all terms, conditions and specifications as outlined within this bid solicitation document.
- 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. **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.

## 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 Core Resource 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 instructional resources 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.

## SECTION V TENTATIVE ADOPTION TIMELINE

### **PreK ELA Comprehensive Core Resource Adoption Timeline**

July 28: Posting

August 10: Receive Questions

August 31: Bids received by 11:00 AM

September 14: Finalists Identified

September 15 - 22: Finalist Interviews

September 23 - October 24: Teachers engage in field experience with sample materials

Meet with Team to Select Resource by Mid/End October

Take to C&I Committee in November

Take to Board Meeting in November/December (depending on C&I Meeting)