



**PURCHASING DEPARTMENT
33 THOMAS JOHNSON DRIVE
FREDERICK, MARYLAND 21702
TELEPHONE 301-644-5210
FAX 301-644-5213**

SPECIFICATIONS AND PROPOSAL FORMS WEB HOSTING – CONTENT MANAGEMENT SYSTEM

RFP NUMBER: 07-MISC-7

**PRE-BID MEETING
TIME/DATE/LOCATION: N/A**

PRE-BID ATTENDANCE: N/A

**BID DUE TIME/ 4:00 P.M. E.S.T., February 6, 2007
DATE/LOCATION: Purchasing Department, 33 Thomas Johnson
Drive, Frederick, MD 21702**

**QUESTIONS AND REQUESTS
FOR CLARIFICATIONS 4:00 P.M. E.S.T., January 24, 2007
DEADLINE: Submitted in writing to: lisa.freeman@fcps.org**

**TENTATIVE AWARD
SCHEDULED FOR BOARD
MEETING: March 14, 2007, 6:00 P.M. E.S.T.**

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

X Lisa Freeman, Purchasing Manager
Kim Miskell, Assistant Purchasing Officer
Doris DeLauter, Assistant Purchasing Officer
Bill Meekins, Buyer Specialist
Billie Laughland, Buyer Specialist

NOTE: Companies must have on file an approved Bidder's Mailing List Application form in order to ensure notification of future bid solicitations. Contact Mrs. Robin Underwood, Vendor Maintenance Specialist, at 301-644-5211, if you are uncertain as to your company's registration status.

REDERICK COUNTY PUBLIC SCHOOLS
HAYWARD COMPLEX PURCHASING DEPARTMENT
33 THOMAS JOHNSON DRIVE
FREDERICK, MARYLAND 21702

A. GENERAL CONDITIONS AND INSTRUCTIONS

1. PRE-BID MEETING

A Pre-Bid Meeting will NOT be held. Questions and requests for clarification about this RFP should be submitted in writing to: lisa.freeman@fcps.org by January 24, 2007.

2. TIME FOR RECEIVING BIDS

Proposals received prior to the deadline will be securely kept unopened. The representative of the Superintendent, whose duty it is to receive proposals, will decide when the specified time has arrived. The Superintendent or his/her representative will not be responsible for the premature opening of bids received, not properly addressed or identified. Any bid may be withdrawn before the due date/time. After a proposal has been opened, it may not be withdrawn.

Facsimile or electronic bids will not be considered. Modifications by facsimile or email of proposals already submitted will be considered if received prior to the deadline. No bids will be accepted via telephone.

In the event of inclement weather on the date when bids are scheduled to be opened and the Frederick County Public Schools Administrative Offices are closed, 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.)

3. RECEIPT AND OPENING OF BIDS

Each bid shall be submitted in two separate, sealed envelopes, one labeled "TECHNICAL" and the other "COST". Bids will be publicly acknowledged and registered as received in the Purchasing Department of the Frederick County Public Schools (FCPS), Purchasing Department, 33 Thomas Johnson Drive, Frederick, Maryland, by **4:00 PM, EST, Tuesday, February 6, 2007.**

Technical proposals will be opened for distribution to the evaluation committee at that time. Cost proposals will be kept securely unopened until the Purchasing Manager receives technical scores from the evaluation committee members sometime later. The evaluation committee may decline to open cost proposals from firms who do not sufficiently demonstrate in their technical proposal that they have the necessary ability, resources and qualifications to undertake this work. Any unopened cost proposals will be returned to the company. The contents of all proposals will remain confidential until after an award decision by the Board of Education, and then released to the public as required by law (See #17, Public Information Act Notice).

4. PREPARATION OF BID/SIGNATURE

Bids must be prepared on the enclosed proposal form(s), in the prescribed format and in accordance with the specifications herein.

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase

order will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder to the contrary. Bids by partnership must be signed with the partnership name, followed by the signature and designation of the person having authority to sign.

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 persons signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of his /her authority to do so, if requested.

Failure to properly sign the bid document will result in rejection of the bid.

5. ERRORS IN BIDS/INTERPRETATION

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications and drawings (if applicable) before submitting bids. Failure to do so will be at the bidder's own risk.

Should any bidder be in doubt as to the meaning of the drawings or specifications, or should he/she find any discrepancy or omission, he/she shall notify the Purchasing Manager for the Board of Education of Frederick County (herein after referred to as the Board). All bidders will then be notified, in writing, of clarifications or additional information by means of addenda.

Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders. In case of error in multiplication of unit prices when arriving at a 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.

If a bidder has made an error, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager and/or the Board. Requests for withdrawal are usually denied unless the bidder provides to the satisfaction of the Purchasing Manager and/or the Board 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.

6. INSPECTION OF SITE

Site visits, if needed, shall be arranged by contacting Ms. Peggy Ballew, Executive Secretary, Office of Communication Services, telephone 301-696-6900. The contractor acknowledges that he or she has had an opportunity to visit the site of the work, and he or she shall have no claim for additional compensation or extension of the time of performance unless based on conditions that could not have been discovered prior to the execution of the contract.

7. QUOTATION

The bidder shall complete the information requested on the proposal forms. Prices quoted shall not exceed the prices established under any governmental price control regulations.

All proposals and price offers shall be valid for a minimum period of one hundred twenty (120) days from the due date to allow sufficient time for review, evaluation and consideration by staff and the Board of Education.

Bidders are advised to quote prices as "best and final" offers. It is not our intention to conduct competitive negotiation after bids are received. Proposals will be kept confidential until a final decision is made by the Board of Education unless legally deemed disc losable

prior to that time. We retain the right to negotiate specific contractual terms and conditions. All finalist bidders would be given opportunity to revise pricing if a change in specifications results after proposals are submitted.

8. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least ten (10) days before work commences. The Contractor shall not commence work under this contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Board's representative, nor shall the Contractor allow any subcontractor to commence work on his/her subcontracts until the insurance required of the subcontractor has been obtained and approved.

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of the contract employees to be engaged in work at the site of the project under the contract, and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

In addition, the contractor shall procure and maintain during the life of the contract Employer's Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00

The Contractor will require any subcontractor to procure and maintain Worker's Compensation and Employer's Liability Insurance during the life of the contract.

It will be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for the failure of the contractor or any subcontractor to comply with these provisions.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of the contract Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

C. COMPREHENSIVE AUTOMOBILE LIABILITY

The Contractor shall maintain Comprehensive Automobile Liability Insurance (including all automotive equipment owned, non-owned and hired, operated, rented, or leased). Minimum limits of Automobile Liability Insurance shall be:

1. Bodily Injury \$1,000,000 per person/\$1,000,000 per accident
2. Property Damage: \$1,000,000 each occurrence, or
3. Combined Single Limit Bodily Injury and Property Damage

Liability:

\$1,000,000

D. SCOPE OF INSURANCE AND SPECIAL HAZARD

The insurance required in B and C above shall provide adequate protection for the Contractor and subcontractors, respectively, against damage claims, which may arise from operations under the contract, whether such operations are by the insured or by anyone directly or indirectly employed by him. Insurance coverage required under B above shall specifically include property damage caused by conditions otherwise subject to exclusions AX, C, U (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above AX, C, and U coverage.

E. SUBCONTRACTOR'S INSURANCE

The contractor shall either:

- (1) require each of his /her subcontractors to procure and to maintain during the life of the subcontracts Liability Insurance of the type and in the same amounts as specified in D above, or
- (2) insure the activities of the subcontractors in his/her own policies. It will be the responsibility of the Contractor to insure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for the failure of the contractor or any subcontractor to comply with these provisions.

F. PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the Board with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates also shall contain substantially the following statement: The insurance covered by this certificate will not be concealed or materially altered, except after thirty (30) days written notice has been received by the Board.

G. PROFESSIONAL LIABILITY INSURANCE

The Contractor shall maintain professional liability and errors and omissions coverage in the Minimum amounts of \$1,000,000 per claim and \$2,000,000 in aggregate.

- H. The Owner, Board of Education of Frederick County, the Frederick County Board of Commissioners shall be named as additional insured parties on all contractor policies. The contractor's insurance shall be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other named entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A- / XII.

9. AWARDS OR REJECTION OF BIDS

The Board reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to waive any irregularity in any quotation, 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 is deemed to be in its best interest.

Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of the Board of Education that they have the necessary facilities, ability and financial resources to execute the work in a satisfactory manner, and within the time specified; that they have the necessary experience, history and references which will assure the Board of Education of their qualifications for executing the work. (A detailed audited financial statement may be required).

Bidders are required, as a part of their bid submission, to provide information regarding their

firm's status as a Minority Business Enterprise (MBE) and the diversity of their firm's board of directors and company officers. Bidders also are required, as a part of their bid submission, to provide a plan for the utilization of minority contractors, subcontractors or suppliers in executing the contract, if their firm receives an award.

The Board reserves the right to reject the bid of a bidder who has, in the opinion of the Board, previously failed to perform adequately or properly in professional services contracts or the bidder whose investigation shows, in the opinion of the Board, it not in a position to perform the contract.

The Board intends to award the bid within one hundred twenty (120) days from the due date for the bids.

In the event of tie bids where all other factors such as past performance are considered comparable, the awards shall be made to the Frederick County based vendor: the out-of-county but Maryland based vendor; and the out of-state based vendor, in that order of preference.

10. OBJECTIONS TO AWARD RECOMMENDATION

Any bidder objecting to the Purchasing Manager's recommendation for award may protest the Purchasing Manager's action by formally notifying, in writing, the Executive Director of Fiscal Services. The bidder's written protest must be received in the Purchasing Department at least five (5) working days prior to the Board meeting for which the bid award is scheduled. It is the bidder's responsibility to ascertain the date and time of the pertinent Board meeting. The protest must specifically and fully identify the bidder's objection(s); the legal basis for the objection, including the itemization of laws, regulations, policies, or bid procedures, etc., which have allegedly violated; a statement of all facts which support the bidder's position; a copy of all documents which are relevant or upon which the bidder is relying; and a statement as to the relief sought by the bidder.

11. OBJECTION TO AWARD

Any objections to an award made by the Board must be filed, in writing, to the Executive Director of Fiscal Services and received within ten (10) calendar days following the date of the award by the Board. The objection must specifically and fully identify the vendor's objections and any supporting legal or procedural authority.

12. CONTRACT

Bidders shall indicate within the technical proposal if they intend to utilize their own standard contract form. If a standard contract form is to be used, include a prototype copy with the proposal. If a firm fails to include or address the contract form in advance, the Owner will retain the option to use the purchase order(s), bidder's submission, agreed upon schedules, addenda, and other documents associated with the bid solicitation/submission/award process as the contract. Notification of the contract award will be made by letter after approval by the Board.

13. SURVEYS, PERMITS, LAWS. REGULATIONS

The Board shall furnish all surveys unless otherwise specified.

Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor performs any work, which it knows or should know to be contrary to such laws, ordinances,

rules and regulations, and without such notices to the Board, he/she shall bear all costs arising there from.

14. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Failure by the Contractor to complete the work of the contract or within the agreed time frame will entitle the Board to deduct and retain funds, which may be due the Contractor under this contract, a sum as follows for each calendar day in excess of the time stated, (including Saturday, Sundays, and legal holidays) until the contract is complete in accordance with the specifications.

LIQUIDATED DAMAGES

Amount of contract	First 21 Days (Per Calendar Day)	Beyond 21 Days (Per Calendar Day)
\$200,000 or less	\$350	\$700
\$200,001 - \$1,000,000	\$500	\$1,000
\$1,000,001 - \$2,000,000	\$750	\$1,500
over \$2,000,000	\$1,000	\$2,000

This sum shall not be considered as a penalty, but as a sum mutually agreed upon as the damages suffered by the Board because of delay.

Requests for extension of completion time due to causes over which the Contractor has no control will be reviewed after written application is made to the Purchasing Department or designated Contract Administrator. Requests must be made immediately upon occurrence of the predicated condition for a time extension to be considered.

15. BILLING AND PAYMENT

The contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost. When requested, they shall give representatives of the Board access to accounts relating thereto.

Partial payments may be made at specific intervals depending upon the length and dollar value of the project. When partial payments are requested, the invoice or requisition for payment should be sent to the designated Contract Administrator for review prior to payment. Invoices for partial payments should be based upon percentage of the work performed.

An amount of 10% from each application for payment may be withheld until final acceptance of the project by the Board. This amount may cover possible unsatisfactory performance or other damages.

16. HOLD HARMLESS

It is understood that firms providing quotes for this project shall defend and hold harmless the Board of Education of Frederick 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 or property during the performance of this contract.

17. PUBLIC INFORMATION ACT NOTICE – VERY IMPORTANT!!!

The Board of Education of Frederick County is obligated under the Maryland Public Information Act, Section 10-611 ET. Seq. of the State Government Article of the Annotated Code of Maryland to permit individuals to inspect and copy any public record unless the public record is expressly exempted from disclosure by statute. All documents that you submit to the school system will constitute a public record, which the school system must disclose under the Public Information Act unless the document qualifies for an exemption

under the Act. If you maintain that any document or portion of a document submitted by you or on behalf of your company, qualifies for an exemption (e.g. commercial or financial information, etc.), you must conspicuously label the document or applicable portions, state the basis for the exemption with the statutory reference to the Maryland Public Information Act and explain why the exemption applies to the document. Failure to properly identify the information as instructed will result in the document being treated as a public record.

By submitting a bid, the bidders agrees to indemnify and hold harmless the Board of Education of Frederick County for all costs and damages including court costs and legal fees which it incurs as a result of denying an application filed under the Maryland Public Information Act or other similar Freedom of Information Acts based on the bidder's designation of a document as exempt from disclosure.

18. CONTRACT DISPUTE

Any dispute resulting from a question of fact arising under this contract shall be decided by the Frederick County Public Schools' Contract Administrator and the Purchasing Manager who will consult with their supervisors and reduce their decision to writing and furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless within thirty (30) days the Contractor furnishes to the Contract Administrator and Purchasing Manager a written appeal addressed to the Executive Director of Fiscal Services who will confer with legal counsel and the Board of Education (BOE) of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.

The Board of Education or duly authorized representative will review the appeal for the determination of such appeal and their finding shall be final and conclusive. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision.

This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

19. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All technology-based instructional products must meet technical standards for accessibility established in Federal Section 508 of the Rehabilitation Act as prescribed by Code of Maryland Regulation.

20. TOBACCO, ALCOHOL, AND DRUG-FREE ENVIRONMENT

All contractors and subcontractors must abide by Board of Education policies and regulations while working on Frederick County public school property.

The Board of Education of Frederick County desires to maintain a safe, healthy, and productive environment free of alcohol and drugs. The Board endorses the provisions of Public Law 100-690, Title V, and Subtitle D Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.

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

Be advised that individuals who are registered sex offenders are not eligible to work on any Frederick County Public Schools' project. The contractor 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 contractor shall 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 FCPS project, whether through employment by the prime contractor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the contractor is unable to demonstrate that he has exercised care and diligence in the past in checking the Maryland registry.

21. CONTRACT ADMINISTRATION

The contract will be co-administered by Ms. Marita Loose, Executive Director of Communication Services, telephone 301-696-6900, fax 301-696-6958 and email marita.loose@fcps.org.

22. OTHER AGENCIES ELIGIBLE TO PURCHASE FROM THIS CONTRACT

Frederick County Public Schools reserves the right to extend the opportunity to utilize this contract to any and all other public agencies and school districts in Maryland. Non-public schools may participate under any contracts for goods or commodities in Maryland. Participation by other agencies must be mutually agreed upon in writing and in advance by the Frederick County Public Schools Purchasing Department, after consulting with the Contract Administrator, and the Contractor.

By agreeing to extend the contract to other agencies, in doing so the contractor reaffirms and warrants his original commitment to Frederick County Public Schools so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify Frederick County Public Schools Purchasing Department of any significant experiences, problems or issues that could affect the administration of this contract.

Frederick County Public Schools assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or contractor's agreement. All purchase orders and billing will be transacted between the contractor and the public agency.

Any exception or objection to this rider clause must be noted in the firm's Technical proposal.

23. NON-COLLUSION

The bidder represents and certifies that prices in the proposal 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 vendor. Prices quoted in this proposal have not been knowingly disclosed either directly or indirectly to any competitor or other participating firm prior to the Board's receipt of this Proposal.

Responding firm 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 firm) with the primary intent to solicit or secure this contract.

24. CONFLICT OF INTEREST

Bidder shall advise FCPS in writing as soon as possible but not later than the date of award

of the contract of any known relationships with a third party, FCPS' employees or representatives 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.

25. TERMINATION FOR DEFAULT

When the vendor has not performed or has unsatisfactorily performed the contract, payment may be withheld at the discretion of FCPS. FCPS may, by written notice of default to the contractor, terminate the whole or any part of the contract in any of the following circumstances:

1. If the contractor fails to perform the services or provide the products within the time and manner specified herein or any extension thereof, or:
2. If the contractor 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 term and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
3. If the Contractor willfully attempts to perform the services or provide products other than as proposed, without specified authorization in the form of contract amendment, or:
4. If a determination is made by FCPS that the obtaining of the Contract was influenced by an employee of FCPS having received a gratuity, or a promise therefore, in any way or form.

In the event FCPS terminates the contract, whether in whole or in part, FCPS may procure such products and services on the open market, or in such manner as the Purchasing Manager deems appropriate, products and services similar to those terminated, and the contractor shall be liable to FCPS for any excess cost for such similar services and products provided that the contractor shall continue the performance of the contract to the extent not terminated.

If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the contractor 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.

26. CONTRACT MODIFICATIONS

After award of the Contract, no amendment, modification or change to the Contract shall be effective unless such change is in writing and signed by the authorized representative of both the Frederick County Public Schools and the contractor. Changes may not significantly alter the original scope of the agreement.

27. COMPLIANCE WITH SPECIFICATIONS

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional errors or omissions, but shall fully complete every part as the true intent and meaning of the specifications.

Any deviation from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the proposal. The absence of a written list of specification deviations at the time of submission will hold the bidder strictly accountable to FCPS to the specifications as written. Any deviations by the vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

28. TAX EXEMPT STATUS

FCPS is exempt from Maryland Sales Tax for direct purchases and is subject to other federal and state tax exemptions as afforded to public school entities.

29. SUBCONTRACTING

Once the Board of Education accepts the proposal, the contractor shall give his/her personal attention constantly to the faithful execution of this contract and diligent oversight of all subcontractors. The contractor shall keep the same under his/her own control and shall not assign or additionally sublet by Power of Attorney or otherwise the work or any part thereof without the previous consent of the Purchasing Department or designated Contract Administrator.

30. PURCHASER'S RIGHT OF SELECTION

The Board of Education of Frederick County reserves the right to reject any and/or all proposals in whole or in part, to make partial awards, to waive any irregularity in any quotation, and may reject any proposal that shows any omissions or alterations of form, additions not called for, conditions or alternate proposals, and may make any such award as is deemed to be in the best interest of the Frederick County Public Schools.

31. INDEPENDENT CONTRACTOR

The contractor's relationship to FCPS in performing this agreement is that of an independent contractor. The personnel performing services shall remain under the contractor's exclusive direction and contract and shall be employees of the contractor (unless disclosed subcontractor.)

32. PROJECT MANAGEMENT

Firm will provide a single point of contact who will serve as the Project Manager. The contractor shall use the software tool Microsoft Project. The Project Manager will be responsible for management of the project including monitoring project timelines, quality control, performance of team, coordinate work schedules and building access with the contract administrators (or designee), provide regular status reports to FCPS on the level of completion based on location as well as hours on the project. The project manager will be responsible for forwarding to the contract administrator all documentation associated with the project. The project manager will be responsible for providing project updates during the regularly scheduled update meetings.

B. SPECIAL NOTICES

I. BACKGROUND

Frederick County Public Schools provide a first-class education for 40,000 students in a rapidly growing county that is geographically Maryland's largest. Our 63 schools are located in a diverse array of cities, suburban and rural communities, and serve students in pre-kindergarten through grade 12.

Goal IV of the FCPS Master Plan states "All sectors of the community will be engaged in the education of our children." One of the ways FCPS achieves this goal is by utilizing our district and school web sites to facilitate two-way communication with parents and students, community, and staff.

With the outstanding support of its School Board, Frederick County Public Schools provides the technology infrastructure that delivers critical information to parents and community through web sites and other enhancements including news via our "Find out First" push email system, grade information through Pinnacle, and curriculum information through FCPSteach.net.

The main Frederick County Public Schools website home page (<http://www.fcps.org>) averages 2400 hits daily, and recently received an award from CHESPR - National School Public Relations Association Chesapeake Chapter.

The Web Leadership Team is not content to rest on its laurels, however. To further enhance the capabilities of the web site and further engage parents and the community, the team has identified the need for a Content Management System (CMS).

The CMS is expected to form the basis of a number of services, including:

- A consistent "look and feel" across all web pages from Central Office, Schools, and Teachers
- Content Authoring from School, Office, or Home environments
- Automated, audited workflow and sign-off process management
- Templates
- Calendaring
- Role-based security
- Search
- Separation of content, presentation and site structure
- Library Services (Versioning and Rollback)
- Publishing and Delivery of content to end users
- Integration with existing FCPS web content not yet phased into the CMS
- Security
- Maintenance and Support

Areas of concern in the current Web environment are as follows:

- Extra work required for Web page publication and coding
- Lack of Web page consistency and quality
- Lack of a central workflow and approval process
- No central template system
- Lack of versioning and rollback systems
- Difficult to delegate site administration at the departmental level
- No central storage area
- Parent/student needs for better communication

A. Network Infrastructure

1. Server Platforms

The Primary server platform is a Dell Power edge Rack Mount Server running Microsoft Internet Information Server Version 6, utilizing Cold Fusion Version 6.1 for Database management.

2. Networks and Networks Services.

FCPS has standardized on the Ethernet topology, although some buildings do have Wireless 802.11b access points.

TCP/IP is the predominant protocol utilized to communicate with FCPS servers. Microsoft Outlook is the standard email application. Staff at facilities not connected to the network directly use VPN.

3. Personal Computers

County school computer workstations run on Microsoft Windows 98, Windows 2000, and Windows XP. Each school also maintains an administration server. Vendors include Compaq, HP, and Dell. A few school labs and specialized administrative offices use Apple Macintosh computers.

4. Internet/Intranet

The FCPS Web Platform is Microsoft Internet Information Server on Windows 2000, for both the Internet and Intranet. Both servers physically reside in the DMZ at the Hayward Road facility.

The Offeror shall detail minimum and recommended hardware specifications pertaining to the CMS solution proposed as well as any known conflicts with the network infrastructure.

II. REQUIRED TASKS/CAPABILITIES/SPECIFICATIONS

Required tasks and capabilities – Offeror should describe how each stated task would be accomplished or how each desired capability would be met.

Above all the CMS should be intuitive and easy to use for all levels of users from content authors to administrators.

A. Administration

The CMS should provide a browser-based interface (no custom client required for standard content providers) with the ability to access the interface either from outside or from inside the local network. The system should provide the ability to define permissions based on pre-set and customized criteria and to grant or deny specific permission to every named author and document type, to create workflows and templates using Graphical User Interface (GUI) tools with minimum need for scripting or coding via wizards or similar methods.

Offeror shall describe the product's administrative capabilities including application interface and support of local or department administration.

B. Content Contribution/Authoring

- Content must be editable without knowledge of HTML or mark-up language, preferably using a standard browser interface.
- The browser interface must allow for spell check of content prior to publication and delivery.
- The CMS must provide dated pages based on last updated.
- Content will consist of text, files, images, and video supported by HTML 4.01
- The CMS should provide the ability to share content segments in multiple locations on the site with one point for editing.
- The CMS should provide content mobility, allowing users and their content to be transferred from one template to another as content authors move from school to school.

- The CMS should provide a photo posting capabilities that include photo-captioning, thumbnails, and photo size limits.
- An automated calendar template should be available for departments, schools, and teachers to incorporate into the Web pages.

Offeror shall describe the interface provided to allow non-technical contributors and editors to create and modify content and detail the interfaces integration with the product's security, repository and workflow functions.

Offeror shall describe the application's capability to import content created in other applications including which applications are acceptable.

Offeror shall describe the product's ability to create and or integrate photo albums, calendaring, directories, external content, and boundary searches.

C. Templates

The CMS should provide the ability to produce multiple global templates to be used as the blue prints for various pages.

Offeror shall describe what role templates play in the CMS, who can create templates, how templates are created, what skills are required to create templates, and how the templates define page appearance and behavior.

D. Workflow

The CMS should accommodate workflows for an approval process. The workflow should include notification throughout the process.

Offeror shall describe the product's workflow capabilities, customization of workflows, which can customize workflows, notification of users during the workflow process, if a comment attachment is available during the approval, batch processing of workflows, and audit trails maintained on each workflow including approval/rejection history.

E. Search

The CMS must have the ability for site-specific search of all Web pages and associated files within the entire site or parts thereof.

Offeror shall describe the product's native search capabilities detailing searchable content and any limitations, and any integrated third party packages.

F. Publishing and Delivery

The CMS must have the ability to publish and deliver content to multiple Internet Service Providers (ISP) and browsers for both static and dynamic Web pages and files. The CMS should publish Web pages to I.E. 5+, and Netscape 7+ browsers installed on both Macintosh and PC computers. The CMS should also work with both Macintosh and PC concerning the application interface.

The CMS should provide printer-friendly pages either by repurposing the content or through the page layout.

Offeror shall describe if the product supports static and or dynamic Web page delivery and include the assembly and delivery of these pages. Offeror shall detail the production of printer friendly Web pages. Offeror shall identify any application features not available using IE 5.17 on a Macintosh computer.

G. Versioning

Version control of Web pages allowing content authors and editors to control which version is available for publication and delivery must be provided.

Offeror shall describe the product support of versioning and rollback of Web pages detailing the management of multiple versions, the ability to track versions, the rollback

and or reuse of previous versions, and the security measures provided in this module (secure check in and checkout of content, audit trails, etc.)

H. Integration

The CMS should be SMTP compliant, and should include guidelines and reminders for 508 compliance.

I. Reporting

The reports for reporting and tracking the Web site usage should be customizable and at a minimum include Web site hits broken down by department, school, and teacher Web pages.

The CMS should provide content tracking to allow for centralized monitoring/reporting of latest content change date.

The CMS should provide the ability to detect, repair, and report dead links through a site index.

Offeror shall describe the product's reporting capabilities and the ability to modify and create customized reports. Offeror shall note reports provided "out-of-the-box."

J. Security

The CMS must have role-based security for each stage of the workflow and sign-off process. Authorized roles within this process are able to allocate roles to other users of the system.

All password-related transactions must be via a secure, encrypted channel. There must be no plain text password communications.

Additionally, the transition of data as identified under the privacy act must be via a secure, encrypted channel.

Offeror shall describe the role-based security detailing each role and its functions, and tracking ownership and responsibility of content. Offeror shall also describe encryption capabilities and password authentication.

K. Scalability

FCPS consists of 63 schools and 40,000 students. However, Frederick County is constantly growing. FCPS will choose a product that can scale to meet growth, beginning with a CMS implementation at the central office/department level then expanding to school websites and teacher web sites in 2-3 subsequent phases until all schools are served by the CMS. The subsequent phases of implementation will be performed only if funded in future fiscal years. Frederick County Public Schools intends to utilize this contract for all phases of work, but is not obligated to do so. If the project is not funded in any future year, the contract is automatically null and void.

L. Compliance Standards

The CMS must comply with the following Federal, State and Local policies and guidelines:

- Federal Section 508 (Rehabilitation Act) as prescribed in Code of Maryland Regulation 13A.05.02.
- FCPS Regulation 400-77 Computers: Website publishing (Attachment A)

The CMS must comply with the following Web standards:

- HTML 4.01
- XHTML 1.1
- XML 1

- CSS 1

Offeror shall describe what Federal guidelines its product employs, and if the product is 508 compliant.

M. Maintenance Support

The CMS should provide technical customer support. This support shall include, at a minimum:

- A toll-free telephone technical support number including the availability of the toll-free lines and the hours the lines are staffed.
- The name, title and telephone number of the customer account representative and alternate who would respond to inquiries by the designated representatives.

Offeror shall describe available support/maintenance packages including hours of support and whether support is via Web, email, or direct phone, response-time standards (routine, critical, emergency support). Offeror shall note what source code, development tools, and documentation is included and how patches and service upgrades are communicated, incorporated, and delivered.

Any planned outages for server upgrades or maintenance shall be communicated in writing to the FCPS co-administrators with at least 24 hours advanced notice.

N. Training

FCPS anticipates using a "Train the Trainer" model. In Phase 1 (district/central office only), the Contractor may choose to deliver training online/via phone to the small group of initial users.

In Phase 2, when the CMS expands to the first group of Schools, the Contractor shall provide at a minimum training in the following areas:

- Training Session – The Contractor shall provide initial on-site training to designated staff development technology trainers. The initial training will address the full scope of the CMS from the view of the administrative, content author, editor, and any other roles available.
- Training Materials – Contractor shall provide electronic and written materials that may be re-used by organizational staff to train others. FCPS may copy, revise, and distribute contractor-provided materials to staff.
- Telephone Support – Contractor shall provide the name and telephone number of a point of contact who will be available by telephone to answer questions that may arise during organizational training of staff or to provide brief a training session by telephone to new administrators.

Offeror shall describe the various training programs offered by your company in the use of your product including training materials and documentation provided, and whether or not customer site training is offered. Offeror shall also provide the anticipated length of time necessary to complete the required training.

III. DESIRED/OPTIONAL TASKS/CAPABILITIES

The following tasks and/or capabilities are considered desirable. Offerors should describe their current capabilities. Planned capabilities, which are not yet implemented, should be described only if implementation efforts are under way. Planned implementation dates should be noted, as appropriate.

A. Additional Versioning and Rollback

Versioning and rollback features that provide audit trails of content stored at each stage of the approval process are requested.

The system should have the ability to avoid conflicts when two or more users attempt to edit the same content.

The CMS should provide the ability for authors/editors to rollback previous versions of a Web page for editorial purposes.

B. Enhanced Publication and Delivery

E-mail notification capabilities where the end user signs up for specific information to be delivered as information becomes available should be completely automated. The CMS must handle bounced e-mail, unsubscribe and add/edit/delete. E-mail must be provided in a variety of formats including plain text and HTML.

The ability to publish Web pages and files based on expiration dates and times would be desirable.

All levels of users should be able to export and deliver content to multiple devices or hard copy.

C. Integration

The CMS should provide ability to integrate with existing data repositories and web sites for departmental use.

D. Training

It is desired that on-line training via a development site be used.

E. Globalization/Internationalization of Publication and Delivery

Non-English speaking users should be able to view the Web pages in their native language.

IV. TECHNICAL PROPOSAL CONTENT & INSTRUCTIONS

An original and four (4) copies of each proposal (5 total sets) shall be placed in a sealed envelope, marked with the RFP Name and Number, Due Date and Time, and Company Name. Please mark the ORIGINAL set for ease in identification. If fewer than five sets of documents are submitted, the firm will be billed for reproduction costs; failure to provide the required number of copies or to pay the invoice will be a consideration in the evaluation of the proposal.

The technical proposal should be submitted following this format:

A. Corporate Information

Include name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers; and annual report or financial statement.

B. Executive Summary

Include discussion of any related experience with K-12 public school systems and local governments. Describe the strategic direction of the products future releases and planned timing.

C. Understanding the Work Scope and Technical Approach

Include a statement and discussion of the requirements as they are analyzed by the offeror.

Offeror should propose a definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed solution for executing the requirements of the technical scope and achieving objectives of the Request for Proposal.

D. Preliminary Work Plan

The offeror must present a description of the phases and segments into which the proposed program can logically be divided and performed, in particular, an initial phase in which The Offeror provides CMS service for the central office level and its departments or divisions only and 2-3 subsequent phases in which groups of schools utilize the CMS. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph letters. This section should also contain a discussion of any changes proposed by the offeror that substantially differ from the project scope.

This section also should include detailed descriptions of activities that are to occur, significant milestones, anticipated deliverables, personnel required, typical time frame (e.g. if work was to begin March 15, 2007).

E. Treatment of the Issues

In this section, the offerors also may comment, if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the Scope of Work section of this Request for Proposal, and may propose alternative approaches.

F. Statement of Qualifications

The Statement of Qualifications must include a description of organizational and staff experience, resumes of proposed staff, and statement of experience with K-12 school and local governments.

1. Organizational and Staff Experience

Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

Full-time and part-time staff and subcontractors, if any, who will be assigned direct work on this project should be identified. Information is required that will show the composition of the task group, its specific qualifications, and recent relevant experience. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

2. References

Special notation must be made of similar or related programs performed and must include organization names, addresses, and names of contact persons, and telephone numbers for such reference. If available, offeror should provide references from programs with K-12 schools or local governments.

G. Financial Responsibility

Latest audited statements, annual or quarterly reports, rating from nationally recognized credit rating organization or any other proof of financial responsibility should be submitted.

V. BASIS OF AWARD

A Selection Advisory Committee has been established to review and evaluate all proposals and identify firms that may be invited to conduct an oral presentation/software demonstration. The selection committee will rely primarily on the proposals submitted in selection of finalists. Proposals will be evaluated on a points basis as follows:

1. The extent and depth to which the proposal meets the CMS functionality requirements of this solicitation and the extent to which the contractor is likely to be able to achieve the desired results – 10 Pts.
2. Details of the approach and methodology of implementing the solution – 5 Pts.
3. Qualifications, capability, integrity, and experience of the offeror and its personnel in the particular services covered by the solicitation – 25 Pts.
4. Experience of the company and staff, particularly important is experience with governmental and K-12 Environment, Public Schools – 10 Pts.
5. References (i.e., satisfaction of clients) including names, addresses, and phone numbers of clients for whom comparable services have been performed – 10 Pts.
6. Cost of the services/software to be provided- 40 Pts.

Maximum Total Points – 100 Points

These criteria are established as a guide to the evaluation committee and may not be rigidly applied in the final analysis.

Frederick County Public Schools reserves the right to make on site visitations to assess the capabilities of the firm and to contact references provided with the proposal.

Oral presentations/software demonstrations will be arranged with finalist firms submitting proposals, if required, for the purpose of obtaining additional information or clarification. Presentations are tentatively planned for **February 12 – 14, 2007**.

A recommendation for award of the contract is scheduled to be decided by staff within a week or so thereafter with Board approval of any contract in public meeting **March 14, 2007**.

VI. PRICING

The contract will be a firm-fixed price contract for work described for each year of the contract. The contract will end after June 30, 2010, unless extended by mutual agreement of the parties. The prices quotes shall remain firm for the life of the contract. All charges to be incurred in fulfilling the requirement(s) for the duration of this contract shall be disclosed. A pricing form is provided and must be used for responding to this pricing request. Pricing is requested for a client-hosted and contractor-hosted CMS for comparison purposes.

- Provide pricing for a package of software/services, including any options necessary to meet the specification requirements. (Pricing of options which exceed the specification requirements listed in Section II of this RFP should be quoted separately.)
- Training costs and post installation year software/system maintenance costs are requested to be priced separately.
- Detailed pricing is required by project phases (described in N: Training and D: Preliminary Implementation.)
- Any add-on tasks/capabilities not included in the basic package price must be disclosed in writing on the Pricing Form.

- Beginning with Year 2 (July 1, 2007 – June 30, 2008) of this contract, for each year of the contract, provide annual license maintenance costs and identify the type of license. **(The first year software/system maintenance should be included in the initial cost.)**
- Provide all associated costs of future software upgrades and enhancements (if known.)
- Provide your average annual increase of license software/system maintenance costs for the past 5 years as information.

We retain the right to request pricing for other products/services not specifically requested by Frederick County Public Schools in this RFP and applicable prices at any time. They may be considered in the bid analysis.

FREDERICK COUNTY PUBLIC SCHOOLS
FORM OF PROPOSAL
RFP #07-MISC-7, WEB PAGE – CONTENT MANAGEMENT SYSTEM

In compliance with your request for proposals, the undersigned proposes to provide all labor/services, software/materials, equipment, and incidentals required and necessary for a system-wide FCPS Web Page – Content Management System, in accordance with the specification requirements and as further defined and clarified in the accompanying technical proposal, for the following amounts:

ITEM NO.	DESCRIPTION	ASP DELIVERED SOLUTION		CLIENT HOSTED SOLUTION	
		COST/SITE	TOTAL COST	COST/SITE	TOTAL COST
1	Set-up/Implementation Fee if any	\$ _____	\$ _____	\$ _____	\$ _____
2	Phase I - Central Offices (include software license)	\$ _____	\$ _____	\$ _____	\$ _____
3	Phase II - Schools /Offices	\$ _____	\$ _____	\$ _____	\$ _____
4	Phase III - Balance of Schools	\$ _____	\$ _____	\$ _____	\$ _____
5	Training Costs	\$ _____	\$ _____	\$ _____	\$ _____
6	Software license Year 2	\$ _____	\$ _____	\$ _____	\$ _____
7	Software license Year 3	\$ _____	\$ _____	\$ _____	\$ _____
8	Software license Year 4	\$ _____	\$ _____	\$ _____	\$ _____
9	Cost for future software upgrades and enhancements	\$ _____	\$ _____	\$ _____	\$ _____
10	Average annual price increase for software 2002-2007	\$ _____	\$ _____	\$ _____	\$ _____
	Other costs not included in items 1 - 9 (List all.)	\$ _____	\$ _____	\$ _____	\$ _____
11	Indicate if pricing is lump sum or per site.	\$ _____	\$ _____	\$ _____	\$ _____
12	_____	\$ _____	\$ _____	\$ _____	\$ _____
13	_____	\$ _____	\$ _____	\$ _____	\$ _____
14	_____	\$ _____	\$ _____	\$ _____	\$ _____
15	_____	\$ _____	\$ _____	\$ _____	\$ _____
16	_____	\$ _____	\$ _____	\$ _____	\$ _____

- I. Sub consultants if any and their specialty are to be listed below. (The fees for the sub consultants must be included in the above prices.)

Sub consultants

Specialty

II. Representations

The undersigned is legally authorized to make this proposal in behalf of the firm listed below:

Signature: _____

Firm Represented: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Professional Registration Number: _____

Witness: _____

Date: _____

Attachment A

FREDERICK COUNTY PUBLIC SCHOOLS	Reg. No. 400-77
Subject: COMPUTERS: FCPS WEBSITE PUBLISHING	Date of Issue: 10/7/98
Preparing Office: Office of the Superintendent	Amended: 10/10/01

I. Policy

II. Procedures

A. School and Central Office Department Webpages

Frederick County Public Schools websites are educational, professional, and community-based tools which promote education. Sites representing all or part of the school system must adhere to requirements described in this document and all related FCPS regulations.

B. General Requirements

1. A staff member (webpage advisor) must be assigned and be responsible for each school or central office department site.
2. Any webpage, or portion thereof, is submitted to the webpage advisor who revises, as needed, and submits to the school principal or central office department head for approval.
3. All pages must have final approval.
 - a. School site pages require the approval of the principal.
 - b. Central office department pages require approval of the central office department head.
4. It is the responsibility of the webpage advisor to keep the FCPS webmaster informed regarding changes that would affect links from fcps.org.
5. Changes, additions, and updates must follow steps 1-4 above.

C. Site Requirements

1. Student writing, artwork, names, or photographs may be published in accordance with parent instruction on the Frederick County Public Schools Student Information Card and with media coverage guidelines as printed in the *Calendar Handbook*.
 - a. **ONLY** the student's first name shall appear in conjunction with the student's photograph.
 - b. Home addresses and phone numbers shall **NOT** be published.

2. Permission must be given by the Frederick County Public Schools employee prior to using the employee's name or photograph on the website.
3. Content must be directly related to:
 - a. Activity of school or central office department.
 - b. FCPS curriculum.
4. Specific content is a school-based or central office department-based decision as long as it does not conflict with school system regulations or guidelines.
(See Regulation 400-73, "Computers: Digital Networks Acceptable Use, " and Regulation 300-45, "Computers: Staff Use.")
5. Linking to or hosting of student or staff personal websites is prohibited.
6. Content must be checked by the webpage advisor at least monthly to ensure accuracy, timeliness, and relevance.
7. Information shall not be posted if it:
 - a. Contains illegal content or can be deemed ☐illegal.☐
 - b. Violates the privacy of others.
 - c. Jeopardizes the health or safety of students.
 - d. Is obscene.
 - e. Is libelous.
 - f. Causes disruption of school activities.
 - g. Violates copyright laws.*
 - h. Plagiarizes the work of others.
 - i. Is a commercial advertisement. (See Regulation 400-30, "Distribution or Posting of Community Informational Materials in Schools.")
 - j. Is not approved by the school principal or central office department head.
8. All websites shall contain these statements:
 - a. "Entire contents Copyright © - All rights reserved. Reproduction of this publication in any form without prior written permission is forbidden."

- b. "Frederick County Public Schools are not responsible for the content of externally authored links included on Frederick County Public School web pages."

D. External Curriculum Sites

Links from Frederick County Public Schools to external curriculum sites are permitted. However, Frederick County Public Schools are not responsible for the content of externally authored links included on Frederick County Public Schools web pages.

- * Copyright law and district policy do not allow the re-publishing of text or graphics found on the Web, on district websites, or file servers without explicit written permission. (See Regulation 500-29, Copy Multimedia.)

If any Frederick County Public School employee becomes aware that a webpage contains questionable material, the employee is expected to immediately notify the responsible school principal or central office department head, who will determine if any applicable policies, guidelines, rules, or regulations have been violated and take the appropriate action.

Approved:

Jack D. Dale
Superintendent

ATTACHMENT B

Schools	Phone	Street	City
Adult Education/Flexible Evening High	240-236-8450	44 Frederick Street (B Building)	Walkersville
Ballenger Creek Elementary	240-236-2500	5250 Kingsbrook Dr.	Frederick
Ballenger Creek Middle	240-236-5700	5525 Ballenger Creek Pk.	Frederick
Brunswick Elementary	240-236-2900	400 Central Ave.	Brunswick
Brunswick High	240-236-8600	101 Cummings Dr.	Brunswick
Brunswick Middle	240-236-5400	301 Cummings Dr.	Brunswick
Career & Tech Center	240-236-8500	7922 Opossumtown Pk.	Frederick
Carroll Manor Elementary	240-236-3800	5624 Adamstown Rd.	Adamstown
Catoctin High	240-236-8100	14745 Sabillasville Rd.	Thurmont
Centerville Elementary	240-566-0100	3601 Carriage Hill Drive	Frederick
Crestwood Middle	240-566-9000	7100 Foxcroft Drive	Frederick
Deer Crossing Elementary	240-236-5900	10601 Finn Dr.	New Market
Emmitsburg Elementary	240-236-1750	300 S. Seton Ave.	Emmitsburg
Frederick High	240-236-7000	650 Carroll Pkwy.	Frederick
Glade Elementary	240-236-2100	9525 Glade Rd.	Walkersville
Gov. Thomas Johnson High	240-236-8200	1501 N. Market St.	Frederick
Gov. Thomas Johnson Middle	240-236-4900	1799 Schifferstadt Blvd.	Frederick
Green Valley Elementary	240-236-3400	11501 Fingerboard Rd.	Monrovia
Heather Ridge	240-236-8000	1445 Taney Ave.	Frederick
Hillcrest Elementary	240-236-3200	1285 Hillcrest Dr.	Frederick
Kempton Elementary	240-236-3500	3456 Kempton Church Rd.	Monrovia
Lewistown Elementary	240-236-3750	11119 Hessong Bridge Rd.	Thurmont
Liberty Elementary	240-236-1800	11820 Liberty Rd.	Libertytown
Linganore High	240-236-7800	12013 Old Annapolis Rd.	Frederick
Middletown Elementary	240-236-1100	201 East Green St.	Middletown
Middletown High	240-236-7400	200 Schoolhouse Drive	Middletown
Middletown Middle	240-236-4200	100 High St.	Middletown
Middletown Primary	301-696-6822	115 E. Church St.	Middletown
Monocacy Elementary	240-236-1400	7421 Hayward Rd.	Frederick
Monocacy Middle	240-236-4700	8009 Opossumtown Pk.	Frederick
Monocacy Valley Montessori	301-668-5013	217 Dill Ave.	Frederick
Myersville Elementary	240-236-1900	Lushbaugh Way	Myersville
New Market Elementary	240-236-1300	93 W. Main Street	New Market
New Market Middle	240-236-4600	125 West Main Street	New Market
New Midway Elementary	240-236-1500	12226 Woodsboro Pk.	Keymar
North Frederick Elementary	240-236-2000	1001 Motter Ave.	Frederick
Oakdale Elementary	240-236-3300	9850 Old National Pike	Ijamsville
Oakdale Middle	240-236-5500	9840 Old National Pike	Ijamsville
Orchard Grove Elementary	240-236-2400	5898 Hannover Dr.	Frederick
Parkway Elementary	240-236-2600	300 Carroll Pkwy.	Frederick
Rock Creek School	240-236-8700	191 Waverley Dr.	Frederick
Sabillasville Elementary	240-236-6000	16210-B Sabillasville Rd.	Sabillasville
South Frederick Elementary A	240-236-2650	250 Madison St.	Frederick
South Frederick Elementary B	240-236-2650	200 Madison St.	Frederick
Spring Ridge Elementary	240-236-1600	9051 Ridgefield Dr.	Frederick

Schools	Phone	Street	City
Thurmont Elementary	240-236-0900	805 East Main St.	Thurmont
Thurmont Middle	240-236-5100	408 East Main St.	Thurmont
Thurmont Primary	240-236-2800	7989 Rocky Ridge Road	Thurmont
Tuscarora Elementary	240-566-0000	6321 Lambert Drive	Frederick
Tuscarora High	240-236-6400	5312 Ballenger Creek Pike	Frederick
Twin Ridge Elementary	240-236-2300	1106 Leafy Hollow Circle	Mt. Airy
Urbana Elementary	240-236-2200	3554 Urbana Pk.	Frederick
Urbana High	240-236-7600	3471 Campus Dr.	Frederick
Urbana Middle	301-696-6821	115 E. Church St.	Frederick
Valley Elementary	240-236-3000	3519 Jefferson Pk.	Jefferson
Walkersville Elementary	240-236-1000	83 Frederick St.	Walkersville
Walkersville High	240-236-7200	81 Frederick St.	Walkersville
Walkersville Middle	240-236-4400	55 Frederick St.	Walkersville
Waverley Elementary	240-236-3900	201 Waverley Dr.	Frederick
West Frederick Middle	240-236-4000	515 W. Patrick St.	Frederick
Whittier Elementary	240-236-3100	2400 Whittier Dr.	Frederick
Windsor Knolls Middle	240-236-5000	11150 Windsor Rd.	Ijamsville
Wolfsville Elementary	240-236-2250	12520 Wolfsville Rd.	Myersville
Woodsboro Elementary	240-236-3700	101 Liberty Rd.	Woodsboro
Yellow Springs Elementary	240-236-1700	8717 Yellow Springs Rd.	Frederick

Administrative Offices	Phone	Street	City
Church St. Office	301-696-6000	115 East Church St.	Frederick
Hayward Road Office	301-644-1000	7630 Hayward Rd.	Frederick
Farmhouse Office	301-644-5290	7516 Hayward Rd	Frederick
Maintenance/Transportation Office	301-644-5172	7446 Hayward Rd	Frederick
Purchasing/Food Svcs/ Budget	301-644-5008	33 Thomas Johnson Dr.	Frederick
Psychological Svcs.	301-644-1202	103 Prospect St.	Middletown

Bid #07-MISC-7, WEB HOSTING – CONTENT MANAGEMENT SYSTEM

SIGNATURE ACKNOWLEDGING PROPOSAL

NOTE: WHEN SUBMITTING YOUR QUOTE, PLEASE USE THIS PAGE AS A COVER SHEET FOR YOUR QUOTE.

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools has any interest in the bidding company except as follows:

COMPANY: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS _____

.....

ACKNOWLEDGMENT OF ADDENDA (if applicable)

The above signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.
Date Received by Proposer/Bidder

Addendum #1

Addendum #2

Addendum #3

Bid #07-MISC-7, WEB HOSTING – CONTENT MANAGEMENT SYSTEM

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ Requested to be completed but not required to be notarized.

☐ Required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation)
_____ and that I
possess the authority to make this affidavit and certification on behalf of myself and the firm for
which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its
officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts
with any public bodies has:
 - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal
government;
 - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to
obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft,
forgery, falsification or destruction of records, or receiving stolen property;
 - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United
States;
 - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act,
for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business
enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
 - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under
any of the laws or statutes described in Paragraph (a) through (e) above; or
 - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or
omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in
any of the conduct described in Paragraph 2 above is as follows:
If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the
individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Frederick County Board of Education, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

() Corporation () Partnership () Individual () Other

BID #07-MISC-7, WEB HOSTING – CONTENT MANAGEMENT SYSTEM

MINORITY BUSINESS ENTERPRISE INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the Maryland State Department of Transportation (MDOT)?_____

If yes, provide certification number:_____

2. Is the company a registered/certified MBE by any other state or local governmental agency? If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached.)

Type

Issuing Agency

Certification No.

3. If applicable, circle the group(s), which qualify the company as a minority business enterprise.

African-American

Hispanic

American-Indian

Asian

Women

Disabled

Other: _____

[Note: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above.]

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups?_____ If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

African-American

Hispanic

American-Indian

Asian

Women

Disabled

Other: _____

5. If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or subcontractors to accomplish any portion of the work.

Name (Please Print)

Title

Signature of Above

Date

Company

PLEASE RETURN TO:
FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
33 THOMAS JOHNSON DRIVE
FREDERICK, MARYLAND 21702
TELEPHONE 301-644-5210 FAX 301-644-5213

NOTICE OF "NO BID" RESPONSE

**BID #07-MISC-7
WEB HOSTING – CONTENT MANAGEMENT SYSTEM**

Bid Due Date: February 6, 2007, 4:00 PM

Due to increased costs in maintaining an accurate and active "Bidder's List", it is necessary for the Purchasing Department to be informed of the reason(s) for a firm not bidding. If you will not be bidding on this project, please indicate below the reason(s).

Unless a responsive bid or this form is returned to us, your firm will be removed from the "Bidder's List" for this category.

☐

Current workload prevents bidding at this time.

☐

We do not sell the type of products/services requested.

☐

Bid has been forwarded to our distributor; we do not sell direct.

☐

We wish to be removed from this category.

Other: _____

Date: _____

Firm Name: _____

Address: _____

Signature: _____

Title: _____

**QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:
LISA FREEMAN, PURCHASING MANAGER**