

Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5116 phone
301-644-5213 fax



Stephen P. Starmer, C.P.M., CSBA,
Purchasing Manager
Kim Miskell, Assistant Purchasing Manager
Bill Meekins CPPB, CPCP, Purchasing Agent
Billie Laughland, Purchasing Agent
Shane Ryberg, Purchasing Agent

May 11, 2017

JANUS Software, Inc.
dba: JANUS Associates
Patricia Fisher, President & CEO
4 High Ridge Park
Stamford, CT 06905
patfisher@janusassociates.com

Ref: Notice of Award – RFP 17MISC9, Technology Infrastructure External Security Penetration Testing Services

Dear Ms. Fisher:

Please be advised that on May 10, 2017, the Board of Education of Frederick County awarded your company the contract for RFP 17MISC9, Technology Infrastructure External Security Penetration Testing Services.

The initial contract term shall be effective from date of award through completion of all phases of work and receipt of all deliverables outlined under the contract.

As stated in the specifications, please send the following document within the next ten days:

- A current Certificate of Insurance in accordance with the coverage requirements listed in the bid document.

Your continued interest in serving the Frederick County Public Schools is appreciated. Should you have any questions concerning this matter, please contact me at (301) 644-5116.

Sincerely,

Bill Meekins

Bill Meekins
Purchasing Agent CPPB, CPCP

BM/kl

cc: Edward Gardner, Director of Technology Infrastructure
Bid file

RFP 17MISC9, TECHNOLOGY INFRASTRUCTURE EXTERNAL SECURITY PENETRATION TESTING SERVICES
RFP TABULATION

	Janus Software, Inc. dba: JANUS Associates
Scope One	\$ 35,235.00
Scope Two	\$ 19,235.00
Alternate One	\$ 13,884.00
Alternate Two	\$ 32,036.00

Scope One: Quarterly Penetration Testing

Scope Two: Bi-Annual Penetration Testing

Alternate One: Network Security Architecture Review

Alternate Two: Information Risk Assessment

RFP 17MISC9, TECHNOLOGY INFRASTRUCTURE EXTERNAL SECURITY PENETRATION TESTING SERVICES
RFP TABULATION

	Adept Security Consulting, LLC dba: Adeptsec	Applied Technology Services	Compsec Direct	Comprehensive Applied Security Solutions, LLC dba: Compass Cyber Security	Coremax Consulting	Duffy Consulting Services, LLC	Elert & Associates Networking Division, Inc.
Scope One	\$ 56,000.00	\$ 116,627.00	\$ 19,000.00	\$ 40,103.50	\$ 1,124,864.00	\$ 99,060.00	\$ 59,600.00
Scope Two	\$ 22,000.00	\$ 56,925.71	\$ 15,000.00	\$ 16,041.40	\$ 569,920.00	\$ 47,970.00	\$ 28,500.00
Alternate One	\$ 35,000.00	N/B	\$ 8,000.00	\$ 11,958.20	\$ 245,336.00	\$ 18,500.00	\$ 20,040.00
Alternate Two	\$ 20,000.00	\$ 65,847.00	\$ 21,000.00	\$ 12,614.45	\$ 170,677.00	\$ 55,500.00	\$ 22,570.00

	ePlus Technology Services	Janus Software, Inc. dba: JANUS Associates	Merchant Preservation Services, LLC dba: CampusGuard	Moser Consulting, Inc.	Netorian Limited Liability Company	Networking Institute of Technology, Inc.	Novel Applications of Vital Information, Inc. dba: Novel Applications	NuHarbor Security, Inc. dba: NuHarbor
Scope One	\$ 19,927.50	\$ 35,235.00	\$ 72,000.00	\$ 168,000.00	\$ 58,800.00	N/B	\$ 585,978.98	\$ 96,000.00
Scope Two	\$ 32,682.75	\$ 19,235.00	\$ 36,000.00	\$ 50,000.00	\$ 29,400.00	N/B	\$ 582,598.98	\$ 48,000.00
Alternate One	\$ 16,163.75	\$ 13,884.00	\$ 14,900.00	\$ 12,500.00	\$ 44,500.00	\$ 28,000.00	\$ 20,902.02	\$ 15,000.00
Alternate Two	\$ 21,221.75	\$ 32,036.00	\$ 16,900.00	\$ 12,500.00	\$ 15,000.00	\$ 122,400.00	\$ 5,225.51	\$ 15,000.00

	Paladion Networks Private Limited dba: Paladion	RGS Specialists, LLC	RMS	Secquity Advisors, LLC	Securance, LLC	SeNet International Corporation	TBM Technology Consulting, LLC	TCecure, LLC
Scope One	\$ 160,000.00	\$ 41,500.00	\$ 40,000.00	\$ 25,000.00	\$ 46,982.00	\$ 76,000.00	N/A	\$ 597,250.00
Scope Two	\$ 90,000.00	\$ 25,000.00	\$ 20,000.00	\$ 25,000.00	\$ 26,132.00	\$ 38,000.00	N/A	\$ 355,100.00
Alternate One	\$ 22,000.00	\$ 38,500.00	\$ 22,000.00	\$ 20,000.00	\$ 2,160.00	\$ 18,000.00	N/A	\$ 44,400.00
Alternate Two	\$ 50,000.00	\$ 52,000.00	\$ 25,000.00	\$ 7,160.00	\$ 37,621.00	\$ 45,000.00	N/A	\$ 94,800.00

Scope One: Quarterly Penetration Testing
Scope Two: Bi-Annual Penetration Testing
Alternate One: Network Security Architecture Review
Alternate Two: Information Risk Assessment

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March 1, 2017

ADDENDUM 2
RFP 17MISC9, Technology Infrastructure External Security Penetration Testing Services

DUE DATE: March 23, 2017, at 2:00 P.M.

Please be advised of the following additions, clarifications, corrections, and answers to certain questions raised referencing the original proposal package at the pre-bid meeting held Tuesday, February 28, 2017.

1. In regards for proprietary information please see Section I, page 23, #39 Public Information Act Notice.
2. Page 37, #27, Contingency Plan, please change to read:
 - In the event of a total or partial interruption of service as a result of carrying out the duties described in this SOW or for unforeseen complications, the bidder shall execute the Emergency Notification procedures.

3. Page 47, Attachment A, #6, delete and replace with the following:

6. Identification of Key Personnel

The Offeror shall demonstrate the ability to bring the necessary skilled resources to the project as dictated by the scope of work being performed.

- a. The Offeror shall provide the name and title of any key personnel, as well as a dedicated project manager, on the Offeror's team (including key Subcontractor's personnel if applicable.) The vendor is encouraged to provide the complete team list of employee's who will be working under/with the dedicated project manager on this RFP, however it is not necessary at the time of bid submission. A complete team list will be required from the awarded vendor upon notification of award.
 - b. The Offeror shall provide a resume, inclusive of any certifications, for the key personnel and the dedicated project manager.
 - c. Should the vendor include a complete team list of employees, the resumes, inclusive of any certifications, of those employees shall be submitted with the bid proposal. Should the bidder choose not to provide the names at the time of bid submission, a listing of the certifications of planned team members shall be included. Upon notification of award, the vendor will submit the full team list, with resumes, inclusive of certifications, for review by FCPS.
 - d. The Offeror should include the Company's organizational chart showing key personnel and lines of authority.
 - e. The Offeror shall demonstrate the understanding that key personnel may not change without prior written approval of the Contract Administrator, or their designee, of the replacement personnel.
4. Can you buy / look at options through MEEC procurement process for this opportunity. Are you a member?



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We do have the ability to utilize MEEC contracts.

5. Approximately how many external IP addresses are in scope?

FCPS has 256 public IP addresses. These addresses will provide to the awarded vendor.

6. How many web and mobile applications are in scope?

Approx. 50 web and mobile applications are within the scope

7. For the web and mobile applications, is FCPS looking for detailed application-layer testing?

No - since the web applications do not contain any FCPS custom created source code, FCPS is requesting an external network-layer based assessment (ensure the servers and software are patched and hardened, unnecessary ports blocked, etc.)

8. What type of systems are we analyzing (Windows, Linux, Databases, Desktops, servers)?

The contractor will only be providing an external facing analysis of our public demarcation points to ensure firewall, intrusion detection system (IDS), demilitarized zone (DMZ) and web based services are properly secured. Analysis and testing of internal infrastructure is outside the scope of this contract.

9. What times will we perform our scanning?

Testing windows will be coordinated between the contractor and the Department of Technology Infrastructure during the development of the Project Plan and Operations Plan.

10. Do you want a RMF process (NIST 800-37) to be implemented while we are performing the scans?

A contractor's methodology for a Risk Management Framework (RMF) should be included as part of their proposal. As it applies specifically to the optional deliverable in section 33 (b) [vi] of the SOW, deliverables a/b/c are specifically for a security analysis as it relates to Personally Identifiable Information (PII). Other information types and risk assessments are not required for this deliverable through this SOW.

11. Do you require a remediation process to be put in place to address the gaps (vulnerabilities)?

The FCPS Department of Technology Infrastructure will be responsible for implementing the Plan of Action and Milestones (POA&M) to address the identified gaps (vulnerabilities). The contractor is responsible for providing identification and remediation recommendations.

12. Also, how many locations are we referencing and are wireless devices involved?

Wireless devices, as referenced in section 33 (b) i, are to be included in the review process of the physical use of the IT infrastructure devices only. The contractor will be able to provide best practices and recommended configurations based on the physical configuration of the system. FCPS has wireless infrastructure devices at all FCPS schools, two Frederick County Charter Schools and administrative office locations.



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13. For the scope of work, must all work be completed onsite or can the work be done remotely? If there is a split, can you provide which activities are required between onsite/remote work?

There is no requirement for the work to be performed onsite. However, we will not dissuade a vendor from onsite work if that is in their proposal.

14. Please clarify the number of devices to be included in the vulnerability scanning. Is it solely focused on the central office devices or all 60+ schools and the central office?

Any website, application or service that is externally (Internet) accessible from the Central Office internet location.

15. Is this procurement multi-year and if so what is the contract term?

This procurement is for two, finite periods of time. The contract term for Scope of Work – One will be from the date of award to when all items and deliverables required at the close out meeting have been approved by the Contract Administrator. This may be anywhere from 12 months to 15 months. The contract term for Scope of Work – Two will be from the date of renewal to when all items and deliverables required at the close out meeting have been approved by the Contract Administrator. This may be anywhere from 12 months to 15 months.

16. Assuming that this is a multi-year procurement what is the method for an annual price escalation?

Cost proposals for this procurement are to be lump sum figures in the amounts to perform the work proposed in the technical proposal. Please refer to Section II, Item 7. Non-Escalation Clause.

17. Page 13, Section 14a. Awards or Rejections of Bids states “The basis of award shall be the **lowest responsible bidder**...” however on Page 27, Section 10bii Evaluation Criteria and Award it states “FCPS retains the right to enter into discussion with all responsive and responsible Offerors, serially or concurrently, to determine the **best value, best suited solution**. The focus of the discussions will be on achieving the solution that provides the best value to FCPS”. The first statement implies that this is a Lowest Price Technically Acceptable evaluation but the second statement implies that it is Best Value evaluation. Please confirm which one is correct.

Section II of the RFP is specific to the RFP and will supersede information contained in the standard boiler plate of Section I. This bid will be awarded per Section II, Item 10. Evaluation Criteria and Award.

18. Can the Scope 2 Alternatives 1 and 2 be purchased along with Scope 1 or are they dependent on selection of only Scope 2 by FCPS?

The alternatives identified in Scope of Work – Two are dependent on acceptance of Scope of Work – Two, which is at the discretion of FCPS, and dependent upon funding.

19. Have these services been performed in the past? If so, who was the vendor?

These services have been performed previously, but a number of years ago. FCPS and Frederick County Government utilized the same competitively sourced contract with Patriot Technologies to perform the services.

20. Does FCPS do its own testing?



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Yes, however we are looking for independent, external review.

21. Is equipment standardized throughout FCPS?

For the purposes of the scope of work defined by this RFP, all schools are fed the internet through the Central Office via dark fiber.

22. Is FCPS looking for social engineering testing?

Not at this time, under this RFP.

23. Will work take place during school hours?

The scheduling of work will be agreed upon during the kick-off meeting under the agency's operations plan. FCPS is looking for a zero balance operational impact during the school instructional period. Should a certain test have the possibility to disrupt student instruction, it would be optimal for that test to be run after school hours.

24. Clarification of the Contingency Plan section.

Should an intrusive test take down the system, the vendor is to follow the instructions as spelled out in Contingency Plan, Section II Item 27 and 37.

25. Should we try to evade detection?

This would be dependent on the test that is being performed as part of the vendor's operations plan.

26. What is FCPS' back-up plan?

FCPS performs daily backups.

27. Should we perform data extraction? How "deep" do we go?

The vendor is to identify FCPS vulnerability and provide proof of that vulnerabilities. No data is to be extracted.

Sincerely,

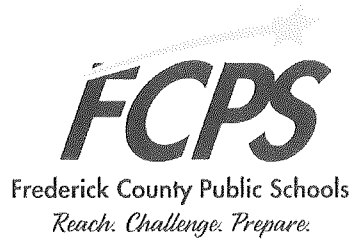
Bill Meekins

Bill Meekins CPPB, CPCP
Purchasing Agent
billy.meekins@fcps.org

BM/kl

cc: Edward Gardner, Director of Technology Infrastructure
Bid File

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Bill Meekins CPPB, CPCP, Purchasing Agent

February 14, 2017

ADDENDUM 1
RFP 17MISC9, Technology Infrastructure External Security Penetration Testing Services

DUE DATE: March 23, 2017, at 2:00 P.M.

Please be advised that a call in number is being provided for the pre-bid conference at 11:00 A.M., local time, February 28, 2017.

Call in line: 240-236-6172
Conference ID: 9065784

Sincerely,

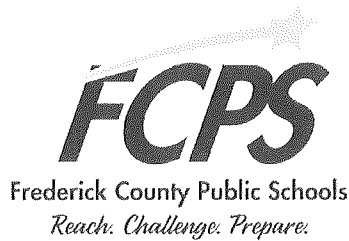
Bill Meekins

Bill Meekins CPPB, CPCP
Purchasing Agent
billy.meekins@fcps.org

BM/kl

cc: Edward Gardner, Director of Technology Infrastructure
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INVITATION TO BID

February 10, 2017

RFP 17MISC9, Technology Infrastructure External Security Penetration Testing Services

The Board of Education of Frederick County will receive bids for RFP 17MISC9, Technology Infrastructure External Security Penetration Testing Services. Bids will be received and time stamped in the main lobby of Frederick County Public Schools (FCPS) at 191 South East Street, Frederick, MD 21701, prior to and time stamped no later than 2:00 P.M., local time, March 23, 2017. Bids received after this time will be returned unopened. Vendors will be escorted to the Purchasing Department Conference Room 2B, at which time and place bids will be publicly opened and read aloud.

A pre-bid meeting will be held at 11:00 A.M., local time, February 28, 2017, 191 South East Street, Frederick, MD 21701. Potential bidders will meet in the Main Lobby and will be escorted to the Purchasing Department. Attendance at the pre-bid meeting is not mandatory; however vendors are strongly encouraged to attend. Parking is available in Deck #5, All Saints Street.

To view and/or download this solicitation package please visit our webpage at: <http://www.fcps.org/bidlist>.

All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com, prior to contract award. FCPS will no longer accept bidder's applications.

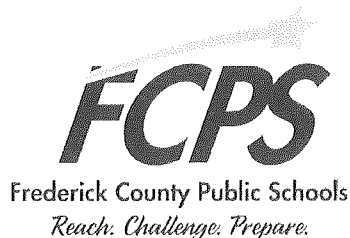
FCPS System does not discriminate in admissions, access, treatment, or employment in its programs or activities on the basis of race, color, gender, age, national origin, religion, or disability. For more information, contact the Executive Director of Legal Services at 301-696-6851.

The Board of Education of Frederick County, Maryland, reserves the right to reject any and all bids and to waive any informalities or irregularities in bidding.

By order of the Board of Education of Frederick County, Maryland.

Purchasing Agent: Bill Meekins CPPB, CPCP
Purchasing Agent

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301-644-5213 fax



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Bill Meekins CPPB, CPCP, Purchasing Agent

BID NUMBER/BID NAME: RFP 17MISC9, Technology Infrastructure External Security Penetration Testing Services

BID ISSUE DATE: February 10, 2017

BID CONTRACT MANAGER: Bill Meekins CPPB, CPCP, Purchasing Agent, billy.meekins@fcps.org

BID CONTRACT ADMINISTRATOR: Edward Gardner, Director of Director of Technology Infrastructure, edward.gardner@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on March 16, 2017. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

PRE-BID DATE: 11:00 A.M., local time, February 28, 2017 (Attendance is encouraged, but not mandatory.)

PRE-BID LOCATION: FCPS Main Lobby
191 South East Street
Frederick, MD 21701

(Parking is available at Deck #5 on All Saints Street)

OBTAINING BID DOCUMENTS: To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist. If you have problems downloading this bid or applicable addenda, contact: Krista Long at krista.long@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

BID DUE: 2:00 P.M., local time, on March 23, 2017.
Faxed or emailed bids are not acceptable.

SEALED BID DELIVERED TO: Frederick County Public Schools
Attn: Purchasing Department
191 South East Street
Frederick, MD 21701
(Parking is available at Deck #5 on All Saints Street)

Bid proposal must be properly marked with vendor's business name, address, Bid Name and Number on the envelope or package.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: May 10, 2017

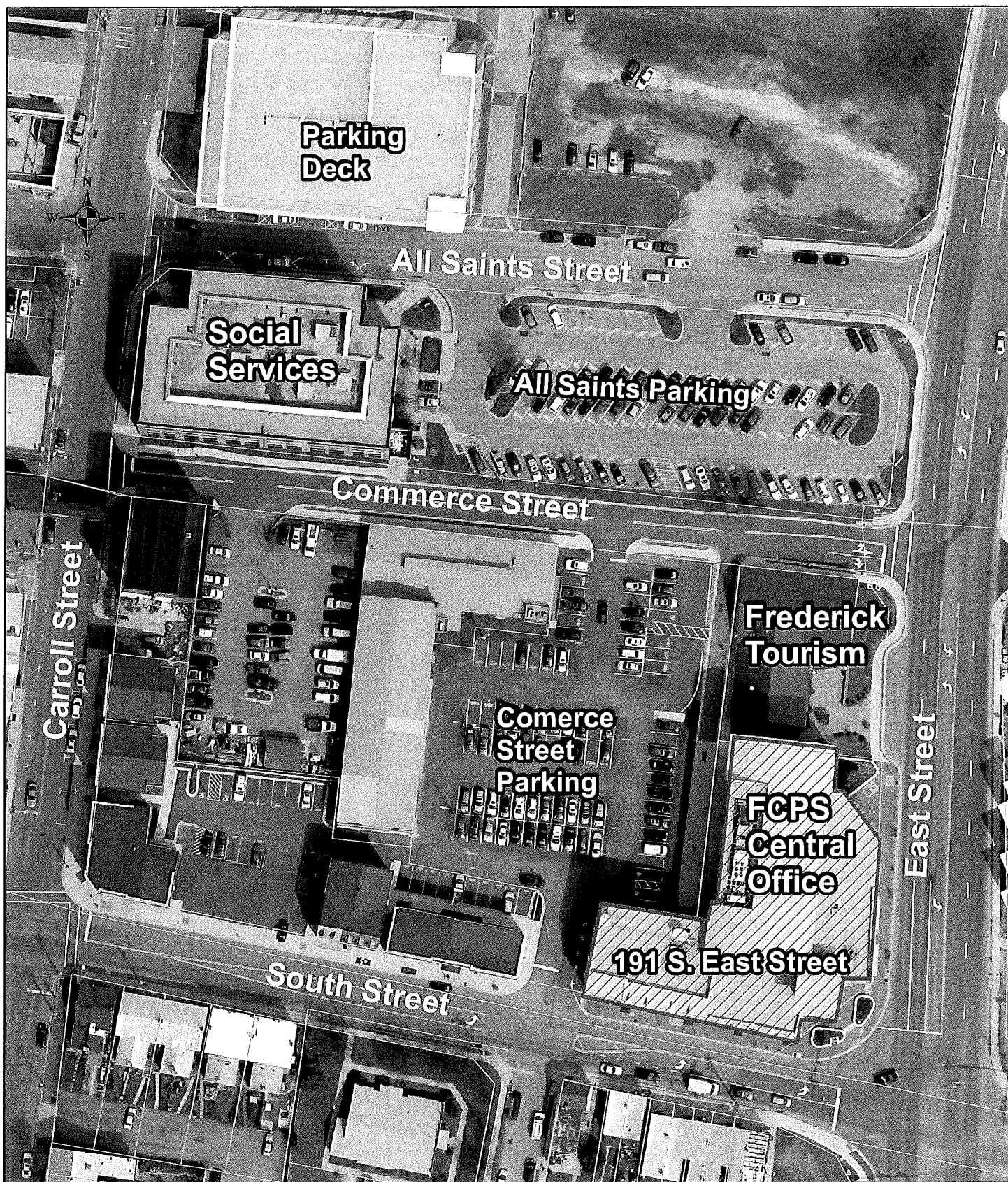
ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

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Frederick County Public Schools **191 S. East Street**

Frederick County Public Schools, MD, School Year 2016-17 Calendar

August 2016

08 Mon New Teachers Report—New-Hire Symposium
16 Tue Teachers Report to Work: Training and Preparation
22 Mon First Day of School for Students

September 2016

05 Mon Schools Closed. Labor Day
22 Thu 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
23 Fri Schools Closed. Fair Day

October 2016

03 Mon Schools Closed. Rosh Hashanah
12 Wed Schools Closed. Yom Kippur
21 Fri Schools Closed for Students: Teacher Professional Development Day
28 Fri End of Term 1
31 Mon Schools Closed for Students: Teacher Work Day

November 2016

01 Tue Term 2 Begins
08 Tue Schools Closed: Election Day
09 Wed Elementary Evening Parent-Teacher Conferences: Elem Schools Open 4 Hours Late; Middle and High Schools Are Full Day
10 Thu Elem & Middle School Evening Parent-Teacher Conferences: Those Schools Open 4 Hours Late; High School Is Full Day
11 Fri Elem & Middle School Afternoon Parent-Teacher Conferences: Those Schools Dismiss 3.5 Hours Early; High School Is Full Day
23 Wed Schools Closed: Thanksgiving Break
24-25 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

December 2016

09 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
23-30 Fri-Fri Schools Closed: Winter Break

January 2017

02 Mon Schools Closed: Winter Break
03 Schools Re-Open
16 Mon Schools Closed: Dr. Martin Luther King Jr. Day
20 Fri End of First Semester and Term 2
23 Mon Schools Closed for Students: Teacher Work Day
24 Tue Second Semester and Term 3 Begin

February 2017

20* Mon Schools Closed: Presidents' Day
21 Tue Schools Closed for Students: Teacher Professional Development Day
27 Mon 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

March 2017

13 Mon 2-Hour Late Start for Students: Teacher Work Session
30 Thu End of Term 3
31 Fri Schools Closed for Students: Teacher Work day

April 2017

03 Mon Term 4 Begins
14 Fri Schools Closed: Good Friday
17 Mon Schools Closed: Easter Monday
18-21* Tue-Fri Schools Closed: Spring Break

May 2017

12 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
26 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
29 Mon Schools Closed: Memorial Day

June 2017

16* Fri 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session
19* Mon Last Day of School for Teachers

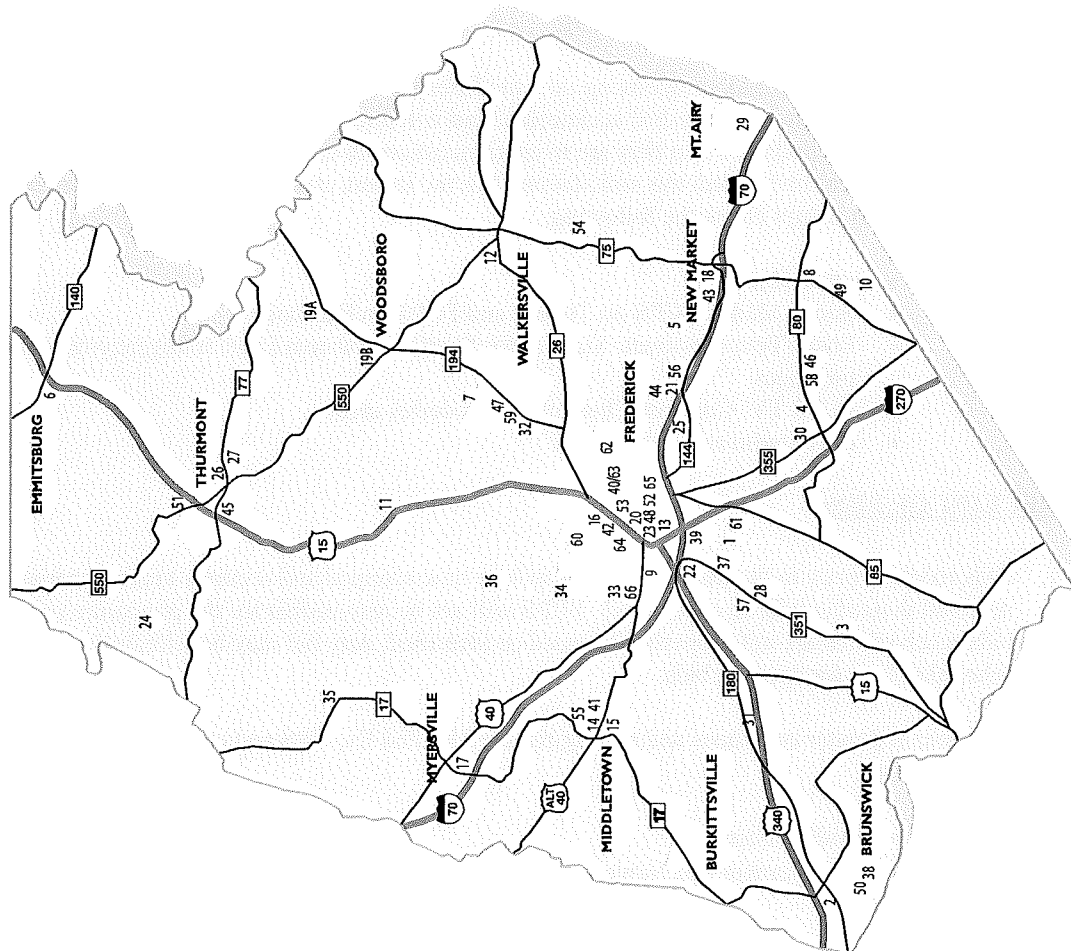
*Includes 6 days for snow or other emergency closings. If no snow days are used, the last day for students is June 8. If some but not all days are needed, the school year will be shortened by the number of unused days to provide 180 days for students. If more days are needed, we will make them up in this order: February 20, April 18, 19, 20, 21 and/or at the end of the school year; dates are subject to BOE revision.

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek** ♦ 240-236-2500
Ms. Kristen Conning, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick** ♦♦ 240-236-2900
Mr. Justin McConaughy, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Carroll Manor** ♦♦ 240-236-3800
Ms. Kimberly Huffer, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
4. **Centerville** ♦ 240-566-0100
Ms. Tracy Hilliard, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
5. **Deer Crossing** ♦ 240-236-5900
Ms. Heather Michael, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
6. **Emmitsburg** ♦ 240-236-1750
Ms. Mary Ann Wiles, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
7. **Glade** ♦♦ 240-236-2100
Mr. Lorcán ÓhÉithir, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
8. **Green Valley** ♦ 240-236-3400
Ms. Leigh Warren, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
9. **Hillcrest** ♦ 240-236-3200
Ms. Kimberly Seiss, Co-Principal
Mr. Karl Williams, Co-Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
10. **Kemptown** ♦ 240-236-3500
Ms. Sharon West, Principal
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501
11. **Lewistown** ♦ 240-236-3750
Ms. Shirley Olsen, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
12. **Liberty** ♦ 240-236-1800
Mr. Todd Shaffer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
13. **Lincoln** ♦♦ 240-236-2650
Ms. Kathryn Golightly, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
14. **Middletown** ♦ 240-236-1100
Grades 3-5
Mr. Randy Perrell, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
15. **Middletown** ♦♦ 240-566-0200
Primary ♦♦
Grades Pre-K-2
Ms. Karen Hopson, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
16. **Monocacy** ♦ 240-236-1400
Mr. Troy Barnes, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
17. **Myersville** ♦ 240-236-1900
Ms. Kathy Swire, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
18. **New Market** ♦ 240-236-1300
Mr. Jason Bowser, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301
19. **New Midway-Woodboro** ♦ 240-236-1500
Mr. Giuseppe Di Monte, Principal
A) New Midway ♦♦
Grades 3-5
12226 Woodboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) Woodboro ♦♦ 240-236-3700
Grades Pre-K-2
101 Liberty Road
Woodboro, MD 21798
Fax 240-236-3701
20. **North Frederick** ♦ 240-236-2000
Ms. DeVeda Coley, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
21. **Oakdale** ♦♦ 240-236-3300
Ms. Kimberly Clifford, Principal
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301
22. **Orchard Grove** ♦♦ 240-236-2400
Ms. Debra Myers, Principal
5898 Hammer Drive
Frederick, MD 21703
Fax 240-236-2401
23. **Parkway** ♦ 240-236-2600
Ms. Stephanie Brown, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
24. **Sabillasville** ♦ 240-236-6000
Ms. Katie Krietz, Principal
162108 Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
25. **Spring Ridge** ♦♦ 240-236-1600
Ms. Patricia Hostelt, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
26. **Thurmont** (Gr. 3-5) 240-236-0900
Ms. Christina McKeever, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
27. **Thurmont** ♦♦ 240-236-2800
Primary ♦♦
Grades Pre-K-2
Ms. Karen Locke, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
28. **Tuscarora** ♦ 240-566-0000
Dr. Kimberly Mazaleski, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
29. **Twin Ridge** ♦♦ 240-236-2300
Ms. Susan Gullio, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
30. **Urbana** ♦ 240-236-2200
Mr. Allie Watkins, Principal
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
31. **Valley** ♦ 240-236-3000
Ms. Elizabeth Little, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
32. **Walkersville** ♦ 240-236-1000
Ms. Jess Blumenthal, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
33. **Waverley** ♦♦ 240-236-3900
Ms. Jan Hollenbeck, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
34. **Whittier** ♦♦ 240-236-3100
Ms. Amy Schwiegrath, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
35. **Wolfsville** ♦ 240-236-2250
Ms. Susan Kreiger, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
36. **Yellow Springs** ♦ 240-236-1700
Ms. Jana Strohmeier, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701
37. **Ballenger Creek** ♦ 240-236-5700
Ms. Jeneen Stewart, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
38. **Brunswick** ♦ 240-236-5400
Mr. Jay Schill, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
39. **Brunswick** ♦ 240-236-8600
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
50. **Cabotville** ♦ 240-236-8100
Mr. Bernard Quesada, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
51. **Frederick** ♦ 240-236-7000
Mr. David Franceschina, Acting Principal
Ms. Kathy Campagnoli, Special Assignment ♦♦
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
52. **Governor Thomas Johnson** ♦ 240-236-8200
Dr. Dan Lippy, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
53. **Linganore** ♦ 240-566-9700
Ms. Nancy Doll, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
54. **Middletown** ♦ 240-236-7400
Ms. Lee Jeffrey, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
55. **Oakdale** ♦ 240-566-9400
Ms. Donna Clabaugh, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
56. **Tuscarora** ♦ 240-236-6400
Mr. Andrew Kibler, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
57. **Urbana** ♦ 240-236-7600
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
58. **Walkersville** ♦ 240-236-7200
Ms. Tracey Franklin, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250

- | | | | | | |
|-----|---|---------------------|-----|---|---------------------|
| 39. | Crestwood
Ms. Jennifer Bingham, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001 | 240-566-9000 | 60. | Career and Technology Center
Mr. Michael Conception, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501 | 240-236-8500 |
| 40. | Governor Thomas Johnson
Mr. Neal Case, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901 | 240-236-4900 | 61. | Carroll Creek Montessori Public Charter School *
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 301-663-6107 | 301-663-7970 |
| 41. | Middletown
Mr. Everett Warren, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250 | 240-236-4200 | 62. | Charter Classical Charter School
Ms. Erica Cummins, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201 | 240-236-1200 |
| 42. | Monocacy
Dr. Stephanie Ware, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701 | 240-236-4700 | 63. | Frederick County Virtual School
<i>(Includes Flexible Evening High School)</i>
Dr. Stacey Adamick, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451 | 240-236-8450 |
| 43. | New Market
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650 | 240-236-4600 | 64. | Heather Ridge
Ms. Denise Flora, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001 | 240-236-8000 |
| 44. | Oakdale
Ms. Mita Badshah, Principal
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501 | 240-236-5500 | 65. | Monocacy Valley Montessori Public Charter School *
Ms. Nancy Radkiewicz, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 301-668-5015 | 301-668-5013 |
| 45. | Thurmont
Ms. Jennifer Powell, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101 | 240-236-5100 | 66. | Rock Creek
Ms. Mary Malone, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701 | 240-236-8700 |
| 46. | Urbana
Mr. Peter Daddone, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201 | 240-566-9200 | ** | Frederick High's new construction, fall 2017 move to the new building and the LYNX School program; see www.fcps.org/lynx | |
| 47. | Walkersville
Ms. Stacey Hillmer, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401 | 240-236-4400 | | | |
| 48. | West Frederick
Mr. Frank Vetter, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050 | 240-236-4000 | | | |
| 49. | Windsor Knolls
Mr. Brian Vasquez, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001 | 240-236-5000 | | | |



♦♦ Pre-kindergarten program available
♦♦ Special education pre-kindergarten available

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
GENERAL TERMS AND CONDITIONS
SECTION I**

1. BIDDER REGISTRATION

- a. All Frederick County Public School (FCPS) vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

2. PRE-BID MEETING

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
 - www.fcps.org
 - Social Media: FCPS on Twitter and FCPS on Facebook
 - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
 - FCPS TV: Comcast Channel 18 (Frederick area)
 - Local radio and TV stations

3. RECEIPT OF BIDS

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
 - Bidder Name
 - Bid Number and Name

- Due Date and Time

- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS 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.)

4. OPENING OF BIDS

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

5. 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 FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

6. 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 Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.

- c. 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.
- d. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out.
 - ii. Signature Acknowledgement Form completed and signed.
 - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - iv. Certificate of Compliance form completed and signed.
- e. 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>.
- f. 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.
- g. 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.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to determine if items are equivalent and will be accepted.
- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.
- d. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.

- e. The detailed literature is to be arranged and labeled according to item number.
- f. It is the bidders' responsibility to submit required literature, or links to webpages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.
- g. No substitutions or deviations will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Contract Manager. A statement of any credit or extra cost involved will be included with the request.
- h. FCPS shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc."
- i. The bidder will, upon request and with no cost to the FCPS, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items they propose to furnish do not prevent these items from being truly and factually equal to, or exceeding, that which is specified.
- j. The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by FCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded vendor.

8. SAMPLES

- a. Samples may be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- b. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as "SAMPLE" and include the name of the bidder, bid name and number, and return instructions, if applicable.
- c. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. FCPS reserves the right to use all samples in any manner which may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.
- d. FCPS retains the right to determine the method of testing to be utilized.
- e. Samples that are not retained by FCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the vendor. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

9. BID PRICING

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing

and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.

- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.
- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.
- g. If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.
- k. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their unit pricing.

10. TAXES

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

11. GUARANTEES AND WARRANTIES

- 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, unless a longer period of time is specified in Section II.
- 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 FCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by FCPS to minimize the disruption to building/school operations.
- c. Should the awarded vendor(s) fail to comply with the terms of this guarantee, FCPS may have such

work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

12. BID OPENING

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- c. The recommended award will be posted to the FCPS BoardDocs website a minimum of three days prior to the Board of Education meeting in which it will be presented.
- d. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, www.fcps.org/bidlist, after the Board of Education of Frederick County approval.

13. ERRORS IN BID SUBMISSIONS

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

14. AWARDS OR REJECTION OF BIDS

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, 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 FCPS of their qualifications.

- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS 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.

15. CONTRACT FORMATION

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II of 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 FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

16. PROTESTS

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being

protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.

- i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
 - Name, address, contact information of the protestor;
 - Statement of reasons for the protest;
 - Supporting documentation to substantiate the claim;
 - The remedy sought.
- ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
- iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
- c. The Purchasing Manager shall issue a decision in writing.
- d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
- e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
- f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

17. CONTRACT ASSIGNMENT

- a. 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 Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).

- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

18. MULTI-YEAR CONTRACT

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

19. HOLD HARMLESS

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

20. CONTRACT DISPUTES

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. 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.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

21. 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 FCPS. FCPS 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 specific 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 Purchasing Manager) after receipt of written notice from the Purchasing Manager 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 FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

22. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS 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.

23. 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 Frederick County, Maryland.

24. MULTI-AGENCY PARTICIPATION

- a. FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish

to use any contract resulting from this bid and will also provide usage information, which may be requested.

- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS 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 FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

25. PACKAGING AND DELIVERY REQUIREMENTS

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, see School Calendar Closings enclosed, except where modified in Section II.
- f. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days, see School Calendar Closings enclosed, except where modified in Section II.
- g. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.
- h. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- i. The awarded vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by FCPS.
- j. The vendor will be required to furnish proof of signed delivery in every instance. Delivery receipts

indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

26. BILLING AND PAYMENT

- a. Invoices shall be submitted to: accounts.payable@FCPS.org or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS
Accounts Payable Department
191 South East Street
Frederick, MD 21701

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

- i. Bid Number
- ii. Purchase Order Number
- iii. Item Number (if applicable)
- iv. Quantity (if applicable)
- v. Brief Description of Item or Work Performed
- vi. Unit Price Bid/Partial Payment Amount
- vii. Extended Total for Each Item
- viii. Grand Total
- ix. Public School Construction Number (PSC) (if applicable)

- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

27. COMPLIANCE WITH SPECIFICATIONS

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

28. LIQUIDATED DAMAGES

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to

the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.

- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

29. SAFETY REQUIREMENTS

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- g. The awarded vendor(s) is responsible to report to FCPS any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.
- h. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

30. LAWS AND REGULATIONS

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

31. PATENTS

The vendor will defend all suits or claims for infringement of any patent rights and will save the Board of Education of Frederick County harmless from loss.

32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All FCPS 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.

33. 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 FCPS' 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 FCPS project, whether through employment by the vendor, 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 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 FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS 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 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.

34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, 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.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

35. WEAPON POSSESSION ON SCHOOL PROPERTY

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must have an on-site, full time interpreter.
- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

37. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by FCPS 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.

38. STUDENT/STAFF CONFIDENTIALITY

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 FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

39. PUBLIC INFORMATION ACT NOTICE

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation 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 and direct it to the Office of Legal Services per FCPS Regulation 200-42.

40. FORCE MAJEURE

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

41. ETHICS POLICY

- a. The Board of Education of Frederick 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 Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

42. NON-COLLUSION

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

intent to solicit or secure the contract.

43. CONFLICT OF INTEREST

The bidder will 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, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

44. EMARYLANDMARKETPLACE REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.org within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SPECIFIC TERMS AND CONDITIONS
SECTION II

1. SCOPE

This contract will include all required and necessary tasks to perform external quarterly system penetration testing at a level sufficient to allow FCPS to adequately measure the effectiveness of their security practices, controls, response, awareness efforts and may be requested to be conducted in the form of active exploitation of undesirable behavior.

2. CONTRACT PERIOD

The contract will be effective from the date of award through completion of all phases of work and receipt of all deliverables outlined under this contract, as indicated in the selected Offeror's proposed timeline. The selected Offeror may be granted an extension to cover the services requested under the second scope of work, provided it is in the best interest of FCPS to do so.

3. BIDDING ERRORS

Bidders are expected to fully inform themselves as to the conditions, requirements, circumstances, pre-requisites, qualifications and/or specifications before submitting their proposals. A Bidder's failure to fully inform itself is at the Bidder's sole and complete risk. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against FCPS for any miscalculation, misunderstanding, error (either omission or commission), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from FCPS when the Bidder failed to fully inform itself.

4. INCURRING COSTS

FCPS is not liable for any costs the Offerors incur in preparation and submission of a proposal, participation in the RFP process, or in anticipation of receiving the award of the contract.

5. OFFEROR'S INVESTIGATION

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by FCPS that the Offeror will rely upon. 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.

6. REJECTION OF PROPOSALS

FCPS reserves the right to cancel the solicitation for proposals prior to the proposal due date, or, after the due date, reject any or all proposals, without explanation and for any reason, and/or issue a post-bid addendum to ask for revised pricing from all participating and qualified bidders. Proposal(s) may be rejected for one or more of the following reasons:

- Failure of the bidder(s) to provide the requested information.
- Failure of the bidder(s) to respond to any question, request for information, clarification, presentation, or interview.

- Failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission, and response format.
- Collusion or the appearance of collusion, among or between firms.
- Lack of responsibility on the part of the bidder, as determined by the Contract Manager.
- Submission of a proposal, in whole or in part, that does not meet bid specifications as outlined herein.
- Evidence submitted by, or investigation of, bidder fails to satisfy FCPS that the bidder is sufficiently experienced and qualified to carry out the obligations of the contract contemplated herein.
- Other irregularities or inconsistencies within a proposal deemed significant deviations or issues by the Contract Manager.

Offerors are strongly advised to submit their best pricing in their proposal at the outset of this procurement process. Based upon the initial price offers, FCPS may, or may not, decide not to conduct price negotiations or discussions with any/all Offerors. Based on a change in the specifications, or if the price offers exceed the available funds, the Contract Manager may invite revised price offers from finalist companies only.

By submitting its proposal, each Offeror understands, represents, and acknowledges that all of the Offeror's information and representations in the proposal are material and important, and FCPS may rely upon the contents of the proposal in awarding the contract(s). FCPS shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission.

7. NON-ESCALATION CLAUSE

All prices are to be fully inclusive of all expenses including travel, materials and all fees unless explicitly disclosed otherwise on the Price Proposal Form and must remain firm for each contract period. Any anticipated ongoing or recurring costs to FCPS must be disclosed in the proposal submission.

8. ACCEPTANCE OF TERMS AND CONDITIONS

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

9. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. Each bidder will be required to present evidence of experience, qualifications, financial responsibility, and capacity to perform the requested services.
- c. Technical Proposal:

- i. Submit one original, printed copy of the Technical Proposal, along with five digital copies in Excel/Word/PDF format (on CD or USB Flash Drive), in a sealed envelope, properly labeled on the outside with the bidder's name and "TECHNICAL PROPOSAL".
- ii. The Technical Proposal shall contain the information requested in Attachment A.
- d. Cost Proposal:
 - i. Submit one original, printed Cost Proposal, along with five digital copies in Excel/Word/PDF format (on CD or USB Flash Drive) in a sealed envelope, properly labeled on the outside with the bidder's name and "COST PROPOSAL".
 - ii. The Cost Proposal will include the following form(s) completed:
 - Form of Proposal - Pricing
 - Any supporting documents
- e. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates on the Form of Proposal.
- f. The original, printed Technical and Cost proposals shall be submitted in separate envelopes.
- g. The digital copies may be submitted on the same CD or USB Flash Drive and submitted with the Technical Proposal.

10. EVALUATION CRITERIA AND AWARD

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. FCPS shall evaluate and rank responsive Proposals and, at the evaluation committee's sole discretion, proceed to price discussions with one or more Offeror, selected on the following basis:
 - i. Before award, FCPS retains the right to seek clarifications, to request proposal revisions, and to request any information deemed necessary for proper evaluation of proposals. Upon request, Offerors may be required to make an oral presentation and provide additional references.
 - ii. FCPS retains the right to enter into discussion with all responsive and responsible Offerors, serially or concurrently, to determine the best value, best suited solution. The focus of the discussions will be on achieving the solution that provides the best value to FCPS.
 - iii. In submitting a proposal, the Offeror agrees to be bound to the terms of this RFP.
 - iv. It is anticipated that the evaluation committee will score the proposal as follows:
 - a. Technical Proposal/Questionnaire – 70 pts.
 - i. Ability to provide requested assessments as outlined in this RFP
 - ii. Qualifications and abilities of personnel proposed to be assigned
 - iii. Record of successful past performance of similar work
 - iv. Details of the plan for performing the required services
 - b. Price Proposal 30 pts.
 - c. Total 100 pts.
- c. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.

- d. If not approved, the bidder will not be considered further in price evaluations.
- e. If approved, cost proposals will be evaluated on a weighted basis.
- f. Final ranking will be made on the basis of the criteria and rubric listed above.
- g. FCPS reserves the right to accept or reject any, or all, proposals, or to waive informalities, and may take whatever action is in the best interest of FCPS.

11. VENDOR PERFORMANCE EVALUATION

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
 - i. Delivery
 - ii. Response time
 - iii. Backorders
 - iv. Quality of deliverables
 - v. Invoicing
 - vi. Sales data (Contract data, non-contract data)
 - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

12. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

- a. Worker's Compensation
The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will 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 vendor's Worker's Compensation Insurance.
- b. Employers' Liability Insurance
The vendor will procure and maintain, during the life of the contract, Employers' 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 each employee

The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

c. Commercial General Liability Insurance

The vendor will procure and 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
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.

Completed operations liability coverage shall be in force for one year after completion of work.

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, 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 "X, C, U" coverage.

e. Comprehensive Automobile Liability

The vendor 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:

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

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this

provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

The vendor will furnish FCPS 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 cancelled or materially altered, except after thirty days written notice has been received by FCPS."

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Government, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other 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-/VIII.

13. INVOICING

- a. The bidder shall submit invoices to the Contract Administrator for review and authorization of payment.
- b. Invoices may be submitted upon successful completion, and sign off, of all required deliverables.
- c. Should the Contract Administrator have questions, he/she will, without delay, contact the bidder for clarification or revised billing. After all questions have been resolved, the Contract Administrator will sign for authorization to pay and promptly notify the Finance Department to process the payment.
- d. Under Scope of Work – One, the bidder may be paid upon the completion, and acceptance of the designated work, by quarterly invoice, as identified by the breakdown provided in the price proposal. The grand total paid will not exceed the submitted lump sum for the scope of work.
- e. Under Scope of Work – Two, the bidder may be paid upon the completion, and acceptance of the designated work, by biannual invoice, as identified by the breakdown provided in the price proposal. The grand total paid will not exceed the submitted lump sum for the scope of work.
- f. Should one, or both, alternates under Scope of Work – Two be exercised, the bidder may be paid upon the completion, and acceptance of the designated work, as defined during the kick-off meeting and project plan, at the price identified in the price proposal.
- g. FCPS shall pay the bidder the approved amount within 30 days after receipt of proper billing.

14. INFORMATION HANDLING

The nature of this project requires the handling of sensitive information. The selected Offeror is responsible for ensuring that adequate measures are in place to minimize the access, copying, and distribution of such information during work on this project. The selected Offeror is responsible for proper disposal (i.e. shred, surrender) of both hard and electronic working copies of such sensitive information during work on this project, as well as any remaining information upon the completion of the project.

15. PROTECTION OF PROPRIETARY INFORMATION

In connection with the performance of the work under this delivery order, the bidder may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including FCPS plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub.L. 93-579), Personally Identifiable Information (PII) protected by the Family Education Rights and Privacy Act (FERPA) or other information which has not been released to the public or has been determined by the Board of Education to be otherwise exempt from disclosure to the public. The bidder agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this delivery order. The bidder agrees to return the information to FCPS or otherwise dispose of it at the direction of the Director of Technology Infrastructure.

16. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- a. Notwithstanding any other provision in this contract to the contrary, the bidder shall be liable for any damage to any data and/or software owned or licensed by FCPS if the bidder, or any of its employees, subcontractors, or consultants, introduces a virus or malicious, mischievous, or destructive programming in FCPS' software or computer networks and has failed to comply with the FCPS software security standards. FCPS must demonstrate that the bidder, or any of its employees, subcontractors, or consultants introduced the virus or malicious, mischievous or destructive programming.
- b. The bidder shall be liable for any damages incurred by FCPS including, but not limited to, the expenditure of FCPS funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the bidder's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Bidder or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.)
- c. In the event of destruction or modification of software, the bidder shall eliminate the virus, malicious, mischievous or destructive programming, restores FCPS' software, and be liable to FCPS for any resulting damages.

17. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- a. The bidder shall hold FCPS harmless from any suit or proceeding which may be brought by a third party against FCPS, its departments, officers, or employees for the alleged infringement of any United States, or foreign, patents, copyrights or trademarks, or for a misappropriation of trade secrets arising out of performance of this contract, including all work, services, materials, reports, studies, and computer programs provided by the bidder, and in any such suit or proceeding will satisfy any final award for such infringement, including costs.
- b. The obligations of the contract under this section continue without time limit and survive the termination of the contract.

18. FEDERAL REGULATORY COMPLIANCE

The offeror is required to know and understand all applicable federal regulations that impact the work contracted under this RFP, and to deliver to and/or operate for FCPS federally compliant products and services. Relevant federal regulations include, but are not limited to:

- Elementary and Secondary Education Act, 2001
- Individuals with Disabilities Education Act, 2004
- Rehabilitation Act of 1973, Section 508
- Web Content Accessibility Guidelines 2.0/W3C guidelines

- Family Education Rights and Privacy Act (FERPA)
- Children's Online Privacy Protection Act (COPPA)
- Children's Internet Protection Act (CIPA)
- Health Information Privacy Rules (HIPPA)

PROJECT DESCRIPTION

19. PROPOSAL BACKGROUND

In support of the mission to Reach, Challenge & Prepare our students, FCPS has developed an information system (IS) providing IT services to the Central Office, support building and Schools. The records and information contained in this IS include, but are not limited to, public, sensitive and Personally Identifiable Information (PII) for staff and students. Refer to the Annotated Code of Maryland Section 4-131 for PII guidelines for education.

FCPS takes the responsibility of protecting the information, with which it is entrusted, very seriously. In order to ensure the protection of this information is maintained, it is pivotal that the probability of a security weakness being accidentally exposed or maliciously exploited is continually assessed – such as via a penetration test - to ensure that the level of risk is at an acceptable level to the organization. Penetration testing is one of the IT Security assessment techniques and it involves the use of a variety of manual and automated methods to simulate an attack on an organization's information security systems. Penetration testing looks to exploit known vulnerabilities but should also use the expertise of the tester to identify specific weaknesses – unknown vulnerabilities - in an organization's security infrastructure.

In order to provide the review and maintain the FCPS system security posture, this Request for Proposal (RFP) is being released for bid. The scope of this procurement is to retain services for the Independent Verification & Validation (IV&V) of the security operations of the FCPS IS. Throughout the period of performance for this procurement, quarterly external penetration tests of the FCPS public facing security boundary, mobile and web based applications will be performed and the resulting reports of methods, results & recommendations will be provided to the FCPS Department of Technology Infrastructure.

20. SYSTEM OVERVIEW

The FCPS Infrastructure operates as a General Support System (GSS) for all Frederick County schools, support and Central Office locations. This network capability provides secure communications from student & administrative staff devices to the hosted servers & approved public resources. The centralized FCPS Internet facing border services the organizational and management functions of the entire school district.

21. BIDDER PERSONNEL SKILL SET REQUIREMENTS

The bidder's staff shall possess and demonstrate experience and knowledge to meet the following skill set requirements:

- Extensive experience in project management
- Extensive experience and knowledge of network design, security, wireless communications and wi-fi technologies and devices
- The bidder will have knowledge of the security governance and laws relating specifically to the K-12 education system.
- Experience in testing the security of government systems and identifying security vulnerabilities.
- The Bidder shall sign FCPS Non-Disclosure Agreement (NDA) and ensure that all personnel providing services or having access to information related to the services provided under this contract have signed either the FCPS NDA or a similarly restrictive NDA with the Bidder.

- The Bidder shall specialize in the IT and information security service areas covered by this SOW and employ staff or sub-contract personnel who fulfil the following qualification requirements.
- The assigned team of resources to the execution of this contract will demonstrate the possession of knowledge and experience equivalent to industry accepted certifications for performing the work detailed in this SOW. Examples of desired certifications are:
 - GIAC Certified Penetration Tester (GPEN)
 - GIAC Web Application Penetration Tester (GWAPT)
 - Certified Ethical Hacker (CEH)
 - GIAC Systems and Network Auditor (GSNA)
 - Certified Penetration Tester (CPT)
 - Certified Expert Penetration Tester (CEPT)
 - GIAC Certified Web Application Defender (GWEB)
 - ISC2 Certified Secure Software Lifecycle Professional (CSSLP)
 - Offensive Security Certified Professional (OSCP)
 - CREST Penetration Testing Certifications

The bidder shall demonstrate knowledge and experience with applying and compliance with education, state and federal standards for security specifications.

In addition, the bidder's personnel skill sets shall demonstrate strong communications and interpersonal skills. The contractor manager and designated staff shall be required to meet with, discuss, and obtain information required to accomplish the tasks described in this statement of work, which will involve regular communications – formal and informal – with senior FCPS staff members. The contractor manager and designated staff are required to communicate, coordinate, and collaborate with security experts within the FCPS Department of Technology Infrastructure to ensure that the FCPS production system follows the FCPS security standards and meets the compliance requirements with security regulations.

22. SCOPE OF WORK - ONE

The objectives of this scope of work is to:

- Provide FCPS with an IV&V analysis of the current security disposition and risk associated with the web and boarder access points of the FCPS infrastructure.
- Receive recommendations on how to improve the current FCPS system's public facing boundary, mobile and web application risk profile.

To accomplish the above objectives, the primary requirements for this procurement shall be:

- i. Independent acquisition of expert-level system security and penetration testing services to test, analyze the protections in place for FCPS data systems and services and provide security recommendations.
- ii. The analysis will consist of network scanning as well as penetration attempts from an external or "Internet" perspective.
- iii. The external vulnerability assessment will consist of black box testing. Minimal information will be provide prior to the IV&V penetration tests:
 - a. External IP address ranges and subnets will be provided
 - b. Server names, services provided and Internal IP addresses will not be provided

23. PROJECT GENERAL REQUIREMENTS

- a. The bidder shall coordinate, conduct and report the results of quarterly system penetration testing on the FCPS Information System.
- b. Under this contract, the following rules of behavior must be adhered to by the bidder's personnel at all times during the life of the contract.
- c. Contracted staff shall:
 - Report all security incidents and potential threats and vulnerabilities involving the FCPS infrastructure immediately to the FCPS system Director of Technology Infrastructure and Supervisor of Infrastructure & Security.
 - At all times protect the system from access by unauthorized users.
 - Ensure that system media and system output are properly marked, controlled, and stored as if they are the highest level of protected information stored within the system.
 - All handling of FCPS Personally Identifiable Information (PII) & Sensitive but Unclassified (SBU) information must conform to FCPS policy, standards, and guidance.
- d. Contracted staff shall not attempt to:
 - Introduce malicious code into the FCPS environment or physically damage the network
 - Bypass, strain, or test security mechanisms; any ongoing or regular bypass of security mechanisms without prior authorization from the Director of Technology Infrastructure or the Supervisor of Infrastructure & Security, outside of the agreed upon boundaries of performing the services requested under the scope of work.
 - Introduce or use unauthorized software, firmware, or hardware on an FCPS system.
- e. The bidder shall adhere to and apply standard project management methodology and practices throughout the life of the contract.
- f. The bidder shall coordinate their activities with the Department of Technology Infrastructure and other offices as directed by the Director of Technology Infrastructure.
- g. The bidder shall perform work under this agreement in such a manner to assure that the bidder's activities do not impact the FCPS system's availability, throughout the life of the contract. However, the bidder is expected to report any activities, which are identified to have impacted system availability, within 30 minutes of identification.
- h. The FCPS system availability shall be defined as:
 - **System operable time divided by (System operable time + system inoperable time)**
For the above calculation, the operable and inoperable time of the system is measured between 7:00 A.M. and 5:00 P.M., local time, Monday through Friday (with the exception of School holidays). The FCPS system shall not be considered inoperable when the cause of failure is outside the scope of this contract (e.g. extended power failure, organization wide down time due to unforeseen events, etc.)

24. ASSUMPTION OF CONTRACTED RESPONSIBILITIES

The tasks described below are required to assume the responsibilities contracted in support of the contract.

a. Kick-Off Meeting

- i. The bidder shall coordinate and attend a kick-off meeting within 10 working days after contract award to introduce staff and to present their general approach in meeting the

requirements delineated in this Statement of Work (SOW). As an outcome of this meeting, the bidder shall develop and submit to the FCPS Director of Technology Infrastructure a project plan document outlining the bidder's approach, timeline, resource allocations and coordination plan. This document will be revised to reflect the project start date agreed by both parties.

Item	Deliverable	Estimated Delivery Schedule
1	Attend Kick-Off Meeting at FCPS Central Office (191 South East Street, Frederick, MD 21701)	10 working days after award
2	Project Plan	10 working days after project start date

b. Operating Plan

- i. The bidder shall prepare a comprehensive discovery plan for the identification and review of all necessary system and organizational information required to meet the requirements of the SOW. This plan should include the overall approach for discovery, including, but not limited to, identifications and enumeration of assets, identification of vulnerabilities and exploits used to gain access and/or data from discovered deficiencies.
- ii. The bidder will prepare a comprehensive operations plan in accordance with the Technical Questionnaire.

Item	Deliverable	Estimated Delivery Schedule
1	Discovery Plan	30 Days after project start date
2	Operations Plan	30 Days after project start date

25. QUARTERLY SYSTEM PENETRATION TESTING

The bidder shall perform quarterly system penetration testing on the FCPS information system's public facing, mobile and web applications. The testing will adhere to the approach and methodology agreed upon and documented in the Project Plan Deliverable.

a. Penetration Testing Reports

- i. The bidder shall be transparent when it comes to reporting and include documentation on the processes, tools and approaches used to complete the services. The bidder shall be skilled enough to explain all of the vulnerabilities identified, and to sufficiently determine the severity this vulnerability poses considering the architecture and security controls of the FCPS systems and recommend appropriate remediation.
 - a. Executive Summary
 1. Brief high-level summary of the penetration test scope and major findings
 - b. Statement of Scope
 1. A detailed definition of the scope of the network and systems tested as part of the engagement
 - c. Statement of Methodology
 1. Details on the methodologies used to complete the testing
 - d. Statement of Limitations
 1. Document any restrictions imposed on testing such as designated testing hours, bandwidth restrictions, special testing requirements for legacy systems, etc.

- e. Testing Narrative
 - 1. Provide details as to the testing methodology and how testing progressed, document any issues encountered during testing.
- f. Test results
 - 1. Summarize the testing performed to validate security controls including demonstrated proof of security deficiencies.
- g. Findings
 - 1. Whether/how the findings may be exploited risk ranking/severity of each vulnerability and specific targeted risk remediation recommendations.
- h. Targets affected
- i. Tools used
- j. Cleaning up the environment post-penetration test.
 - 1. Explanation of anything added or modified during testing, uninstall of test tools or other artifacts, restoring active protection-system settings, and/or other activities the tester may not have permissions to perform.
 - 2. Provide directions on how clean up should be performed and how to verify security controls have been restored.

Item	Deliverable	Delivery Schedule
1	Quarterly Penetration Testing Results	Quarterly

26. EMERGENCY NOTIFICATION

This task consists of producing an emergency notification to the FCPS Director of Technology Infrastructure if, through the course of executing this contract, the bidder should identify a vulnerability which places protected information at level of risk to assume an imminent and probable unauthorized disclosure. An emergency notification shall also be produced in the event the bidder should discover FCPS protected information in residence on a system outside the defined security boundary.

The bidder shall be responsible for producing the emergency notification as soon as the aforementioned conditions are confirmed to exist. The emergency notification will consist of phone and email communications to the FCPS Director of Technology Infrastructure and Supervisor of Infrastructure & Security. The contents of the communication will include, at a minimum, identification of the security risk or exposed information, recommended procedure for immediate remediation and any additional information the relevant to the situation.

Item	Deliverable	Delivery Schedule
1	Emergency Notification	As Needed

27. CONTINGENCY PLAN

The bidder shall be responsible for taking the following actions in case of a partial or total interruption of the FCPS system operation as a result of an unforeseen event.

In the event of a total or partial interruption of service as a result of carrying out the duties described in this SOW or for unforeseen complications, the bidder shall execute the Emergency Notification procedures described in section 25 of this document.

The bidder will provide support for all backup and recovery efforts performed by the FCPS Department of Technology Infrastructure staff, in response to the identified system interruption.

28. STATUS MEETINGS AND PROGRESS REPORTING

The bidder shall schedule, prepare and conduct quarterly status meetings with the FCPS project management team during which status and progress made in implementing the tasks under contract are presented and discussed. Bidder shall produce minutes of each meeting and shall submit them within three days after each meeting to the FCPS Supervisor of Infrastructure & Security for concurrence.

At the request of the FCPS Contract Administrator, the bidder may be requested to attend the additional system security related meetings pertinent to the contract. This includes, but is not limited to, Board of Education meetings and Board of Education work sessions.

Item	Deliverable	Delivery Schedule
1	Quarterly Status Meeting	Quarterly
2	Meeting minutes	Quarterly

29. PROCUREMENT RESPONSIBILITIES

The bidder will be responsible for the procurement of all necessary equipment (hardware and/or software) for the penetration testing of the FCPS system.

30. SYSTEM SECURITY AND REQUIREMENTS

The bidder shall comply with the following security requirements:

- a. The FCPS system must meet all federal/state mandated and FCPS defined security requirements.
- b. All work performed for FCPS shall be in facilities, networks, and computers that have been approved by FCPS for processing information at the system sensitivity level.
- c. The bidder shall not publish, or disclose, in any manner, without the Director of Technology Infrastructure's written consent, the details of any protections either designed, or developed, by the bidder under this contract, or otherwise provided by FCPS. The security documentation for the contract is considered FCPS proprietary information.
- d. The contractors shall use only FCPS provided communication protocols to send and receive information considered sensitive, or shall use other FCPS approved encrypted means of communication.
- e. The bidder shall only use licensed software and in-house developed authorized code (including government and bidder developed) on the system and for processing FCPS information. Public domain, shareware, or freeware shall only be installed after prior written approval is obtained from the Director of Technology Infrastructure. The bidder shall provide proof of licensing upon request of the FCPS project manager.
- f. User accounts that have system-level or administrative privileges must have a unique password from all other accounts held by that user, and general user tasks must be performed from a general user account, not from the administrative account.
- g. The bidder shall not hardcode any passwords into the software unless the password only appears on the server side (e.g. using server-side technology such as ASP, PHP, or JSP).
- h. All sensitive data being transmitted over a network by the system shall use FCPS validated encryption.

- i. All media produced must include appropriate markings to indicate the sensitivity of the information contained on the media and the media must be controlled according to that sensitivity.
- j. All information must be cleared off (wiped) of any systems not provided to FCPS at the end of the contract. Simple deletion is insufficient. If any FCPS information is stored on bidder systems, the media must be rendered to the project manager or destroyed by FCPS Department of Technology Infrastructure at the end of the contract.

31. **CLOSE OUT MEETING**

The bidder shall coordinate and attend a close-out meeting within 5 working days of the contracted Period of Performance (PoP) for this contract. FCPS and the bidder will discuss in this meeting performance in the delivery of the requirements delineated in this contract. As an outcome of this meeting, the bidder shall develop and submit to the FCPS Director of Technology Infrastructure a complete Transition Package, which will include a summation of all deliverables provided to FCPS as a result of the execution of this contract, a Financial Status Report of the invoiced work over the course of the PoP, Lessons Learned document outlining the bidder's successes, obstacles & recommendations learned throughout the PoP of this contract and a Task Area Transition Report to facilitate the assumption of task responsibilities by FCPS staff or another contractor.

Item	Deliverable	Estimated Delivery Schedule
1	Attend Close-Out Meeting at FCPS Central Office (191 South East Street, Frederick, MD 21701)	5 working days of the end of the Period of Performance
2	Transition Package (to include at a minimum Deliverables Summation, Financial Status Report, Lessons Learned and Task Area Transition Report)	Last day of the Period of Performance

32. **SCOPE OF WORK – TWO**

a. Primary

The objectives of the primary scope of work is to:

- Provide FCPS with an IV&V analysis of the current security disposition and risk associated with the web and boarder access points of the FCPS infrastructure.
- Receive recommendations on how to improve the current FCPS system's public facing boundary, mobile and web application risk profile.

To accomplish the above objectives, the primary requirements for this procurement shall be:

- i. Independent acquisition of expert-level system security and penetration testing services to test, analyze the protections in place for FCPS data systems and services and provide security recommendations.
- ii. The analysis will consist of network scanning as well as penetration attempts from an external or "Internet" perspective.
- iii. The external vulnerability assessment will consist of black box testing. Minimal information will be provided prior to the IV&V penetration tests:
 - a. External IP address ranges and subnets will be provided
 - b. Server names, services provided and Internal IP addresses will not be provided

b. Alternate

- i. The objectives of the alternate scopes of work are to:
 - Provide FCPS with a network security architecture review, assessing both wired and wireless environments.
 - Provide FCPS with an information risk assessment of all information critical to FCPS' ongoing operations.
- ii. Network diagrams and a hardware inventory will be made available if the alternate scopes of work are accepted.
- iii. One, both, or none of the alternates may be considered at contract award.

33. PROJECT GENERAL REQUIREMENTS

a. Primary

- i. The bidder shall coordinate, conduct and report the results of bi-annual system penetration testing on the FCPS Information System.
- ii. Under this contract, the following rules of behavior must be adhered to by the bidder's personnel at all times during the life of the contract.
- iii. Contracted staff shall:
 - Report all security incidents and potential threats and vulnerabilities involving the FCPS infrastructure immediately to the FCPS system Director of Technology Infrastructure and Supervisor of Infrastructure & Security.
 - At all times protect the system from access by unauthorized users.
 - Ensure that system media and system output are properly marked, controlled, and stored as if they are the highest level of protected information stored within the system.
 - All handling of FCPS Personally Identifiable Information (PII) & Sensitive but Unclassified (SBU) information must conform to FCPS policy, standards, and guidance.
- iv. Contracted staff shall not attempt to:
 - Introduce malicious code into the FCPS environment or physically damage the network
 - Bypass, strain, or test security mechanisms; any ongoing or regular bypass of security mechanisms without prior authorization from the Director of Technology Infrastructure or the Supervisor of Infrastructure & Security, outside of the agreed upon boundaries of performing the services requested under the scope of work.
 - Introduce or use unauthorized software, firmware, or hardware on an FCPS system.
- v. The bidder shall adhere to and apply standard project management methodology and practices throughout the life of the contract.
- vi. The bidder shall coordinate their activities with the Department of Technology Infrastructure and other offices as directed by the Director of Technology Infrastructure.

- vii. The bidder shall perform work under this agreement in such a manner to assure that the bidder's activities do not impact the FCPS system's availability, throughout the life of the contract. However, the bidder is expected to report any activities, which are identified to have impacted system availability, within 30 minutes of identification.
- viii. The FCPS system availability shall be defined as:
 - **System operable time divided by (System operable time + system inoperable time)**
For the above calculation, the operable and inoperable time of the system is measured between 7:00 A.M. and 5:00 P.M., Local Time, Monday through Friday (with the exception of School holidays). The FCPS system shall not be considered inoperable when the cause of failure is outside the scope of this contract (e.g. extended power failure, organization wide down time due to unforeseen events, etc.)

b. Alternate

- i. The bidder shall coordinate, conduct and report the results of a network security architecture review, assessing both wired and wireless environments.
- ii. The contract shall coordinate, conduct and report the results of an information risk assessment of all information critical to FCPS' ongoing operations.
- iii. Contracted staff shall provide deliverables by the date agreed upon during the kick-off meeting.
- iv. FCPS will provide the following for the network security architecture:
 - a. **Network Diagram** - The system requires a detailed network diagram that illustrates the network topology of the system, the major components of the system, the internal and external data connections/interfaces of system components (including a description of the data flow amongst components), and the location of the system's authorization boundary relative to adjacent systems.
 - b. **System Inventory (broken out by subsystem)** - A complete, current inventory of all hardware and software components within your system's authorization boundary (broken out by subsystem) must be provided. The inventory must include:
 - 1. **Hardware Components:** For each component, the host name, IP address, role/purpose (network device, security appliances, database server, application server, web server, etc.), vendor, model number, environment (pre-production, production, etc.), physical or virtual (if virtual, the virtual host software version must be provided), and owning system must be supplied.
 - 2. **Associated Software (tied to each host):** For each component, the operating system (version), web browser (version), web application (product name, version), database (product name, version, vendor, number of databases on each host), any special applications (e.g., SharePoint, Project, FileNet, WebSphere, Adobe products, Java, custom apps), and the software's function or purpose must be supplied.

- v. The deliverable for the network security architecture will be a **Network Architecture**

Security Review Report.

- vi. The deliverables for the information risk assessment will include, but are not limited to:
- a. **Privacy Impact Assessment (PIA)** - The Privacy Impact Assessment (PIA) assists in identifying and addressing information privacy, information collections, and records retention and disposition when planning, developing, implementing, and operating systems that maintain information about individuals, including members of the public.
 - b. **Privacy Threshold Analysis (PTA)** - A Privacy Threshold Analysis (PTA) can be used to determine whether a PIA is needed. Some systems will not require a PIA if the system will not collect, maintain, or disseminate information about individuals. The PTA will document this determination.
 - c. **Security Assessment Report (SAR)** - The SAR identifies concerns that were documented during the SAR Reviewer's (IV&V) analysis of the FCPS system, documentation, PIA, and PTA. The SAR will provide recommendations for addressing the concerns within a specific timeframe.

34. ASSUMPTION OF CONTRACTED RESPONSIBILITIES

The tasks described below are required to assume the responsibilities contracted in support of the contract.

a. *Kick-Off Meeting*

- i. The bidder shall coordinate and attend a kick-off meeting within 10 working days after contract extension to introduce staff and to present their general approach in meeting the requirements delineated in this SOW. As an outcome of this meeting, the bidder shall develop and submit to the FCPS Director of Technology Infrastructure a project plan document outlining the bidder's approach, timeline, resource allocations and coordination plan. This document will be revised to reflect the project start date agreed by both parties.

Item	Deliverable	Estimated Delivery Schedule
1	Attend Kick-Off Meeting at FCPS Central Office (191 South East Street, Frederick, MD 21701)	10 working days after award
2	Project Plan	10 working days after project start date

b. *Operating Plan*

- i. The bidder shall prepare a comprehensive discovery plan for the identification and review of all necessary system and organizational information required to meet the requirements of the SOW. This plan should include the overall approach for discovery, including, but not limited to, identifications and enumeration of assets, identification of vulnerabilities and exploits used to gain access and/or data from discovered deficiencies.
- ii. The bidder will prepare a comprehensive operations plan in accordance with the Technical Questionnaire.

Item	Deliverable	Estimated Delivery Schedule
1	Discovery Plan	30 Days after project start date
2	Operations Plan	30 Days after project start date

35. BI-ANNUAL SYSTEM PENETRATION TESTING

The bidder shall perform bi-annual system penetration testing on the FCPS information system's public facing, mobile and web applications. The testing will adhere to the approach and methodology agreed upon and documented in the Project Plan Deliverable.

a. Penetration Testing Reports

- i. The bidder shall be transparent when it comes to reporting and include documentation on the processes, tools and approaches used to complete the services. The bidder shall be skilled enough to explain all of the vulnerabilities identified, and to sufficiently determine the severity this vulnerability poses considering the architecture and security controls of the FCPS systems and recommend appropriate remediation.
 - a. Executive Summary
 1. Brief high-level summary of the penetration test scope and major findings
 - b. Statement of Scope
 1. A detailed definition of the scope of the network and systems tested as part of the engagement
 - c. Statement of Methodology
 1. Details on the methodologies used to complete the testing
 - d. Statement of Limitations
 1. Document any restrictions imposed on testing such as designated testing hours, bandwidth restrictions, special testing requirements for legacy systems, etc.
 - e. Testing Narrative
 1. Provide details as to the testing methodology and how testing progressed, document any issues encountered during testing.
 - f. Test results
 1. Summarize the testing performed to validate security controls including demonstrated proof of security deficiencies.
 - g. Findings
 1. Whether/how the findings may be exploited risk ranking/severity of each vulnerability and specific targeted risk remediation recommendations.
 - h. Targets affected
 - i. Tools used
 - j. Cleaning up the environment post-penetration test.
 1. Explanation of anything added or modified during testing, uninstall of test tools or other artifacts, restoring active protection-system settings, and/or other activities the tester may not have permissions to perform,
 2. Provide directions on how clean up should be performed and how to verify security controls have been restored.

Item	Deliverable	Delivery Schedule
1	Bi-annual Penetration Testing Results	Bi-annually

36. EMERGENCY NOTIFICATION

This task consists of producing an emergency notification to the FCPS Director of Technology Infrastructure if, through the course of executing this contract, the bidder should identify a vulnerability which places protected information at level of risk to assume an imminent and probable unauthorized disclosure. An emergency notification shall also be produced in the event the bidder should discover FCPS protected information in residence on a system outside the defined security boundary.

The bidder shall be responsible for producing the emergency notification as soon as the aforementioned conditions are confirmed to exist. The emergency notification will consist of phone and email communications to the FCPS Director of Technology Infrastructure and Supervisor of Infrastructure & Security. The contents of the communication will include, at a minimum, identification of the security risk or exposed information, recommended procedure for immediate remediation and any additional information the relevant to the situation.

Item	Deliverable	Delivery Schedule
1	Emergency Notification	As Needed

37. CONTINGENCY PLAN

The bidder shall be responsible for taking the following actions in case of a partial or total interruption of the FCPS system operation as a result of an unforeseen event.

In the event of a total or partial interruption of service as a result of carrying out the duties described in this SOW or for unforeseen complications, the bidder shall execute the Emergency Notification procedures.

The bidder will provide support for all backup and recovery efforts performed by the FCPS Department of Technology Infrastructure staff, in response to the identified system interruption.

38. STATUS MEETINGS AND PROGRESS REPORTING

The bidder shall schedule, prepare and conduct bi-annual status meetings with the FCPS project management team during which status and progress made in implementing the tasks under contract are presented and discussed. Bidder shall produce minutes of each meeting and shall submit them within three days after each meeting to the FCPS Supervisor of Infrastructure & Security for concurrence.

At the request of the FCPS Contract Administrator, the bidder may be requested to attend the additional system security related meetings pertinent to the contract. This includes, but is not limited to, Board of Education meetings and Board of Education work sessions.

Item	Deliverable	Delivery Schedule
1	Bi-annual Status Meeting	Bi-annually
2	Meeting minutes	Bi-annually

39. PROCUREMENT RESPONSIBILITIES

The bidder will be responsible for the procurement of all necessary equipment (hardware and/or software) for the penetration testing of the FCPS system.

40. SYSTEM SECURITY AND REQUIREMENTS

The bidder shall comply with the following security requirements:

- a. The FCPS system must meet all federal/state mandated and FCPS defined security requirements.
- b. All work performed for FCPS shall be in facilities, networks, and computers that have been

approved by FCPS for processing information at the system sensitivity level.

- c. The bidder shall not publish, or disclose, in any manner, without the Director of Technology Infrastructure's written consent, the details of any protections either designed, or developed, by the bidder under this contract, or otherwise provided by FCPS. The security documentation for the contract is considered FCPS proprietary information.
- d. The contractors shall use only FCPS provided communication protocols to send and receive information considered sensitive, or shall use other FCPS approved encrypted means of communication.
- e. The bidder shall only use licensed software and in-house developed authorized code (including government and bidder developed) on the system and for processing FCPS information. Public domain, shareware, or freeware shall only be installed after prior written approval is obtained from the Director of Technology Infrastructure. The bidder shall provide proof of licensing upon request of the FCPS project manager.
- f. User accounts that have system-level or administrative privileges must have a unique password from all other accounts held by that user, and general user tasks must be performed from a general user account, not from the administrative account.
- g. The bidder shall not hardcode any passwords into the software unless the password only appears on the server side (e.g. using server-side technology such as ASP, PHP, or JSP).
- h. All sensitive data being transmitted over a network by the system shall use FCPS validated encryption.
- i. All media produced must include appropriate markings to indicate the sensitivity of the information contained on the media and the media must be controlled according to that sensitivity.
- j. All information must be cleared off (wiped) of any systems not provided to FCPS at the end of the contract. Simple deletion is insufficient. If any FCPS information is stored on bidder's systems, the media must be rendered to the project manager or destroyed by FCPS Department of Technology Infrastructure at the end of the contract.

41. CLOSE OUT MEETING

The bidder shall coordinate and attend a close-out meeting within five working days of the contracted Period of Performance (PoP) for this contract. FCPS and the bidder will discuss in this meeting performance in the delivery of the requirements delineated in this contract. As an outcome of this meeting, the bidder shall develop and submit to the FCPS Director of Technology Infrastructure a complete Transition Package, which will include a summation of all deliverables provided to FCPS as a result of the execution of this SOW, a Financial Status Report of the invoiced work over the course of the PoP, Lessons Learned document outlining the bidder's successes, obstacles & recommendations learned throughout the PoP of this SOW and a Task Area Transition Report to facilitate the assumption of task responsibilities by FCPS staff or another contractor.

Item	Deliverable	Estimated Delivery Schedule
1	Attend Close-Out Meeting at FCPS Central Office (191 South East Street, Frederick, MD 21701)	5 working days of the end of the Period of Performance
2	Transition Package (to include at a minimum Deliverables Summation, Financial Status Report, Lessons Learned and Task Area Transition Report)	Last day of the Period of Performance

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The Contents of the proposal shall include and be organized in sections in the following sequence:

A. Volume I. Technical Response:

1. Transmittal letter

- a. Legal name of the firm and principal place of business.
- b. The offer is valid for a minimum period of one hundred twenty (120) days.
- c. Contact person, contact telephone number and email for person to call if questions about the bid.
- d. Must be signed by a principal of the firm.
- e. Statement certifying that the Offertory has read, understands, will comply, and agrees to all provisions of this RFP.

2. Executive Summary

The Offeror shall provide an Executive Summary to summarize the Offeror's overall capabilities and approaches for accomplishing the services specified herein.

3. Solution /Technical Approach

The Offeror shall provide a response to how the requirements described in this RFP will be met by completing and submitting the enclosed "*Technical Questionnaire*". Within the responses, the Offeror shall describe the methodologies, standards, best practices and tools that will be employed in managing and completing the requirements. The Offeror shall also identify where significant development difficulties may be anticipated and any specific techniques to be used to resolve them.

4. Management Plan

The Offeror shall provide a management plan which describes the administration and management of the project, the key project personnel, project management meetings, and project management reports.

1. Administration and Management

The Offeror shall provide a description of the management structure in place that provide assurance that tasks will be properly initiated and completed on time.

- a. The Offeror shall include a description of the organizational structure of the management team by job title and described the key roles and responsibilities for each team member.
- b. The Offeror shall describe the methodology to be used to manage the project work, including control of costs, assuring quality, identifying and minimizing risk, and maintaining schedules; as well as the means of coordination and communication between the Offeror and FCPS.

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- c. The Offeror shall provide assurances that the Offeror, including its subcontractors, if any, will cooperate with FCPS software vendors.

5. Proposed Project Timeline and Deliverables

A preliminary plan must be comprehensive and include specific dates for all major activities or events. Include a proposed Timeline of Events/Activity and Expected Timeframe to include: Kick-Off Meeting, Discovery and Operations Plans, Meetings, Task Development, Final Materials, etc.

6. Identification of Key Personnel

The Offeror shall demonstrate the ability to bring the necessary skilled resources to the project as dictated by the scope of work being performed.

- a. The Offeror shall provide a table with the names and titles of key personnel on the Offeror's team and including the anticipated timeframe for their involvement in the project (including key Subcontractor's personnel if applicable.)
 - b. The Offeror shall provide a resume for each key individual proposed.
 - c. The Offeror should include the Company's organizational chart showing key personnel and lines of authority.
 - d. The Offeror shall demonstrate the understanding that key personnel may not change without prior written approval of the Contract Administrator, or their designee, of the replacement personnel.
7. Past Performance: The Offeror shall demonstrate that their firm has performed projects and /or tasks of similar scope and complexity. The Offeror shall at a minimum provide:
- a. A list of 2 – 3 contracts that the Offeror has held in the past three years in which the services of similar scope and complexity were performed. A minimum of three referenced contracts with a point of contact information (i.e. phone number and email address) shall be included. References within the K-12 environment are preferred.
 - b. A summary of description of the task requirements that is materially relevant to the work being sought by FCPS for each referenced contract.
 - c. The total dollar value of each contract referenced.
 - d. FCPS may consider information from other sources including FCPS' past experience with the company.
8. IRS W-9 Form
9. Financial Statements- Upon Request.
10. Legal Actions- Upon Request.
11. FCPS signature page

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12. Statutory Affidavit and Non-Collusion Certification

13. Certification of Compliance

14. Mandatory Contract Addendum

B. Volume II. Price Proposal

- a. The enclosed Price Proposal Form must be completed in its entirety. All cost items must be included. FCPS will not pay nor reimburse any travel and lodging costs. Pricing is to be fully inclusive of all travel, overhead, profit, labor, incidentals, insurance, and other expenses related to delivery of services.
- b. In submitting this proposal, the bidder warrants that prices for the proposed services under this RFP are not higher than prices currently extended to any other governmental agency for the same services in like or similar quantities/scope.
- c. The price shall include all costs and expenses directly related to the provision of all tools and services in accordance with these specifications and the accompanying Technical Proposal Response. The price listed on the Price Form once accepted by FCPS will be considered total compensation for the services described and shall remain firm for the duration of the contract.

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Technical Questionnaire

Penetration Testing

Firm should:

1. Indicate how penetration testing is performed and what hardware/software is required to deliver the service for:
 - a. External penetration testing
2. Describe any standards that will be followed while providing penetration testing services.
3. Describe the type and frequency of the proposed service.
4. Describe level of reporting, formats for reporting and the delivery of assessment results including sample reports.
5. Describe remediation report frequency, how remediation progress will be reported and how Company's remediation efforts will be project managed.
6. Explain what measures are in place to insure that Company data will remain confidential.
7. Explain the process for the return, or destruction, of FCPS data.

Web Site Penetration Testing

FCPS would like this service delivered for the following domain:

Domain #1: FCPS.ORG

Firm must describe:

1. Indicate how a Web Site Penetration Test is performed.
2. What is required of FCPS to deliver the service?
3. Describe level of reporting, formats for reporting and the delivery of assessment results including sample reports.
4. Explain what measures are in place to insure that FCPS data will remain confidential.
5. Explain the process for the return, or destruction, of FCPS data.

Network Security Architecture Review

FCPS would like their network security architecture reviewed in order to assess the security posture of the wired and wireless network environment.

Firm must describe for the wired network:

1. Indicate how a Network Security Architecture Review is performed.
2. What is required of FCPS to deliver the service?
3. Describe level of reporting, formats for reporting and the delivery of assessment results including sample reports.
4. Explain what measures are in place to insure that FCPS data will remain confidential.
5. Explain the process for the return, or destruction, of FCPS data.

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Network Security Architecture Review cont.

Firm must describe for the wireless network:

1. Indicate how a Wireless Network Assessment is performed.
2. What is required of FCPS to deliver the service?
3. Describe level of reporting, formats for reporting and the delivery of assessment results including sample reports.
4. Explain what measures are in place to insure that FCPS data will remain confidential.
5. Explain the process for the return, or destruction, of FCPS data.

Information Risk Assessment

FCPS would like to complete a risk assessment of all information critical to the FCPS' ongoing operations.

Firm must describe:

1. Any standards that will be followed while providing risk assessment services.
2. The architecture of the risk assessment program.
3. Describe the type of options available for delivery/implementation of this service.
4. Describe level of reporting, formats for reporting and the delivery of assessment results including sample reports.
5. Explain what measures are in place to insure that FCPS data will remain confidential.
6. Explain the process for the return, or destruction, of FCPS data.

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PROPOSAL FORM

Proposal submitted by: _____

In compliance with the Request for Proposal, the undersigned, having carefully examined the scope of services, requirements, and conditions affecting the RFP, hereby submits its pricing based upon a detailed list of assumptions. FCPS will no pay nor reimburse for any travel and/or lodging costs to the contractor.

Scope One: Penetration Testing

Lump Sum of: _____ \$ _____
(written in words)

Quarterly amount 1 - \$ _____

Quarterly amount 2 - \$ _____

Quarterly amount 3 - \$ _____

Quarterly amount 4 - \$ _____

Scope Two: Penetration Testing

Lump Sum of: _____ \$ _____
(written in words)

Bi-annual amount 1 - \$ _____

Bi-annual amount 2 - \$ _____

Scope Two, Alternate 1: Network Security Architecture Review

Lump Sum of: _____ \$ _____
(written in words)

Scope Two, Alternate 2: Information Risk Assessment

Lump Sum of: _____ \$ _____
(written in words)

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SIGNATURE ACKNOWLEDGING COST PROPOSAL

Note: When submitting your bid/proposal, please use this page as a cover sheet for your cost proposal.

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: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE
PURCHASE ORDERS ELECTRONICALLY)

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	_____	Addendum #4	_____

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FCPS - 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 if 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 Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(dba)

(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

If required to be notarized:

(Witness)

(Title)

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

NOTARY PUBLIC

My Commission Expires: _____

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CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS 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.
4. 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 vendor, the site superintendent will 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 he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
 - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State;
or
 - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature_____Date_____

Print name and title of signatory_____

Print name of company_____

