



# *ESMEC*

Serving the Public County School Systems of  
Caroline, Cecil, Dorchester, Kent  
Queen Anne's, Somerset, Talbot, Wicomico and Worcester

**Eastern Shore of Maryland Educational Consortium**

## **REQUEST FOR PROPOSALS (RFP)**

### **ESMEC BLENDED VIRTUAL PROGRAM (BVP)**

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**BID NUMBER:** RFP #2021-01 / BLENDED VIRTUAL PROGRAM

**ISSUE DATE:** January 4, 2021

**PRE-BID MEETING:** January 11, 2021 at 10:00AM EST

**DUE DATE:** February 5, 2021 by 5:00PM EST

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Inquiries related to this RFP are to be addressed in writing via email 5:00 PM EST by Tuesday January 19, 2021 to:

**Dr. Jon M. Andes**, Executive Director of ESMEC

**Ms. Erin Crissman**, Coordinator of the ESMEC BVP and Program Manager

**Jennifer Bode**, ESMEC Finance Clerk

**INVITATION TO BID – BID SOLICITATION**

January 4, 2021

**RFP #2021-01 / BLENDED VIRTUAL PROGRAM**

The Eastern Shore of Maryland Educational Consortium (ESMEC) will receive bids for RFP #2021-01, Blended Virtual Program (BVP). Financial proposals will be opened at the conclusion of the technical proposal evaluation process and available upon request. Bids received after this time will be emailed back unopened.

A pre-bid meeting will be held virtually on Monday, January 11, 2021 via Zoom 10:00 am EST. Interested bidders who will be attending the virtual pre-bid meeting on Monday, January 11, 2021 via Zoom at 10:00 am should submit a list of attendees, questions, and any needed accommodations by the close of business on Friday, January 8, 2021 by 5:00 pm EST to [esmec@gacps.org](mailto:esmec@gacps.org)

Following the pre-bid meeting, additional questions will be due in writing by 5:00PM EST, on Tuesday January 19, 2021 to both Dr. Jon Andes at [esmec@gacps.org](mailto:esmec@gacps.org) & Ms. Erin Crissman [ecrissma@wboe.org](mailto:ecrissma@wboe.org)

To view and/or download this solution package please visit our webpage at:  
<https://www.esmec.org/>

ESMEC does not discriminate on the basis of actual or perceived race, color, age, gender, religion, disability, genetics, national origin, marital status, socioeconomic status, physical characteristics, or sexual orientation in the provision of employment, educational programs, and services.

ESMEC reserves the right to reject any and all bids and to waive any informalities or irregularities in bidding.

By order of the Eastern Shore of Maryland Educational Consortium,

Dr. Jon M. Andes  
Executive Director / Contract Manager

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## 1 General Terms

### 1.1 Notice to Bidders

1. The Eastern Shore of Maryland Educational Consortium (ESMEC) will receive bids for RFP #2021-01 / Blended Virtual Program (BVP) to commence spring 2021 beginning on Monday, January 4, 2021 and closing on Friday February 5, 2021 at 5PM EST. Financial proposals will be opened at the conclusion of the technical proposal evaluation process and available upon request.
2. To view and/or download this solicitation package please visit the ESMEC website: <https://www.esmec.org/>. If you have problems downloading this bid or applicable addenda, contact ESMEC Executive Director Dr. Jon Andes via email at [esmec@gacps.org](mailto:esmec@gacps.org)
3. ESMEC reserves the right to reject any or all bids/proposals and waives formalities, informalities, and technicalities in any bid. ESMEC reserves the right to accept that bid which, in its judgment, best serves the interests of ESMEC, and without regard to the same being the lowest bid. It is not the policy of ESMEC to purchase on the basis of low bids alone.
4. ESMEC does not discriminate based on actual or perceived race, color, age, gender, religion, disability, genetics, national origin, marital status, socioeconomic status, physical characteristics, or sexual orientation in the provision of employment, educational programs, and services. For more information, contact the ESMEC Executive Director, Dr. Jon M. Andes at 410-758-4885 or visit external agencies:

U.S. Equal Employment Opportunity Commission (EEOC)  
1-800-669-4000; 1-800-669-6820 (TTY for Deaf/Hard of Hearing callers only)  
1-844-234-5122 (ASL Video Phone for Deaf/Hard of Hearing callers only)

Maryland Commission on Civil Rights (MCCR)  
410.767.8600 (Español-marque el 2)  
1-800-637-6247  
Maryland Relay 7-1-1

U.S. Department of Education (OCR)  
Office for Civil Rights  
400 Maryland Avenue, SW, Washington, DC 20202  
(202) 401-2000; 1-800-872-5327  
Fax: 202-453-6012; TDD: 800-877-8339

### 1.2 Summary

1. ESMEC is issuing this Request for Proposals (RFP) to procure a state-of-the-art commercially available Blended Virtual Program (BVP) aligned to Maryland State College and Career Readiness Standards and other Maryland content standards for students and families living on the Eastern Shore of Maryland. This will provide an additional pathway for students in grades K – 12 to meet the Maryland State Department of Education (MSDE) requirements for matriculation leading to a Maryland High School Diploma. The BVP is designed to drive the academic progress of every

child. At the core of the system is a rigorous, culturally-relevant digital curriculum that addresses the needs of all students, including English Learners (EL) and students receiving specialized services. All content areas in grades K - 12 included in the curriculum will be vertically and horizontally aligned with cross-disciplinary elements embedded.

2. The vendor solution will be required to satisfy two delivery options for content facilitation:
  - a. Bidder courses facilitated by Maryland certified bidder teachers.
  - b. Bidder course content facilitated by Eastern Shore school system educators.

Although much of the proposal requirements apply to both options, differentiation must be explained, as needed, and separate quotes must be included.

3. It is ESMEC's intention to obtain goods and services for a BVP, as specified in this RFP, from a single-multi-year contract between the selected bidder and ESMEC. ESMEC does not wish to procure a software application still under development. The software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the Proposal.
4. A bidder must be able to provide all goods and services and meet all of the requirements requested in this RFP.

### 1.3 Background and Purpose

1. ESMEC is comprised of nine counties on the Eastern Shore of Maryland with type of school and student count shown below (Data retrieved from Maryland School Report Card, 2019 data):

County	Schools	Student Population
<b>Caroline</b>	2 High Schools 1 Tech Center 2 Middle Schools 5 Elementary Schools	5,829 students
<b>Cecil</b>	5 High Schools 1 Tech Center 6 Middle Schools 17 Elementary Schools	15,307 students
<b>Dorchester</b>	2 High Schools 1 Tech Center 2 Middle Schools 1 Elem/Middle School 6 Elementary Schools	4,785 students
<b>Kent</b>	1 High Schools 1 Middle School 3 Elementary Schools	1,912 students
<b>Queen Anne's</b>	2 High Schools 3 Middle Schools	7,749 students

	1 Elem/Middle School 8 Elementary Schools	
<b>Somerset</b>	1 Tech Center 2 Middle/High Schools 1 Middle School 5 Elementary Schools	2,930 students
<b>Talbot</b>	1 High Schools 1 Middle/High School 1 Middle School 5 Elementary Schools	4,674 students
<b>Wicomico</b>	4 High Schools 1 Middle/High School 3 Middle Schools 1 Elementary/Middle School 16 Elementary Schools	14,949 students
<b>Worcester</b>	3 High Schools 1 Tech School 3 Middle School 1 Intermediate 5 Elementary Schools 1 K – 12 Special School	6,810 students
<b>Total</b>	<b>20 High Schools</b> <b>4 Tech Centers</b> <b>4 Middle/High Schools</b> <b>20 Middle Schools</b> <b>5 Elementary/Middle Schools</b> <b>71 Elementary Schools</b> <b>1 K-12 Special School</b>	<b>64,945 students</b>

2. The purpose of the ESMEC Blended Virtual Program (ESMEC BVP) is to provide an additional pathway to academic coursework that will address the needs of students in a virtual setting using both synchronous and asynchronous formats. Students will be enrolled in their public school of attendance with all academic course work provided by the ESMEC BVP. The nine local school systems will create enrollment criteria and identify eligible students to enroll in the ESMEC BVP. The ultimate goal of the ESMEC BVP is to address the diverse needs of students and families to help prepare participating students to be college and career ready.
3. ESMEC is seeking proposals from qualified bidders experienced in providing e-Learning, synchronous/asynchronous learning environments and web-based curricula to lead the BVP. ESMEC is requesting a comprehensive, integrated, full-featured program designed for web-based online learning that has both synchronous and asynchronous features. The BVP would be accessed by students both during and outside of the regular school day. A certified Maryland teacher (provided by the bidder) must be assigned to teach each class. A person designated by the school system will serve as the teacher of record for each student in their district. Core and elective courses must be rigorous, align with State of Maryland COMAR



regulations and to Maryland standards, include culturally competent curricula, competency-based assessment, meet privacy and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Accessibility Standards.

- a. ESMEC is requesting two distinct delivery methods as outlined in the Financial Proposal (Appendix B) to meet the diverse needs of our nine (9) districts that the deliverables should reflect:
  - i. Bidder content courses with bidder teachers
  - ii. Bidder course content with training for LSS teachers so they can serve as the facilitators of the course for students
- b. In addition to the differences in the Financial Proposal, ESMEC anticipates a difference in the type/frequency/deliverables/duration of training as outlined in the Technical components (Appendix A).

#### 1.4 Project Goals

1. ESMEC expects the bidder to provide the consortium an enterprise-level application. The centralized online courseware program must provide a comprehensive standard curriculum aligned with the Maryland State College and Career Readiness Standards. The curricula must be up-to-date, relevant, flexible, and meet the needs of diverse learners.
2. The bidder awarded this contract shall train the BVP Coordinator and select teachers from each ESMEC county on all features and functionality of the online courseware product. All associated costs and fees for training must be included and itemized in the submittal. The bidder must also provide synchronous real-time training at the beginning of every course for students/parents on how to access and use the program. The BVP Coordinator will be the point of contact for additional training opportunities.
3. ESMEC expects the Bidder to be able to provide a rigorous K-12 online curriculum aligned to Maryland State Standards that can be a) taught by bidder teachers who are Maryland certified or b) taught by district-level teachers. Districts will be able to select which delivery method that works best for their jurisdiction.

#### 1.5 Instructions to Bidders

The RFP will be posted at <https://www.esmec.org/>.

The Proposal Package must contain the following:

1. An electronic copy of the proposal in a password-protected PDF format that contains the signature of an official authorized to legally bind the bidder to the information must be provided. The proposal must be emailed by 5PM EST on Friday February 5, 2021.
2. Faxed or mailed bids are not acceptable. Late proposals will not be accepted.
3. If any bidder contemplates submitting an offer but has questions about any part of the bidding documents and/or Request for Proposal, the vendor may submit to the ESMEC Executive Director a written request for an interpretation thereof no fewer than two working weeks (by

Tuesday January 19, 2021) prior to the time and date the offers are due. ESMEC will not be responsible for any other interpretations or explanations of the Specifications.

- a. Questions submitted by Tuesday January 19, 2021 will be gathered and posted on the ESMEC web site.
4. Prices should be quoted in US Dollars and shall not include federal excise tax, state sales or use taxes or any other taxes from which ESMEC is exempt. Indirect costs are not to be included. Exemption certificates will be furnished upon request.

## 1.6 Receipt of Bids

1. An email receipt confirmation will be sent to the bidder upon receipt of the RFP.

## 1.7 Addenda

1. All changes to the bid solicitation will be made through appropriate addenda posted on the ESMEC web site.
2. Addenda will be available on the ESMEC webpage: <https://www.esmec.org/> and will be issued a minimum of 3 days prior to the bid closing date, unless the addenda issued extends the due date. Check the website for addenda prior to submitting the final proposal.
3. 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.

## 2 Minimum Qualifications

### 2.1 Bidder Minimum Qualifications

1. The Bidder must document in its Proposal that, within the last four (4) years, the following Minimum Qualifications have been met:
  - a. The Bidder shall have four (4) or more years of experience in the virtual school market.
    - i. Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its proposal two (2) or more references from the past four (4) years that collectively attest to the Bidder's required years of experience in the virtual school market.
  - b. The Bidder's course content shall:
    - i. Align with Maryland standards.
      1. Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its proposal three crosswalks (3<sup>rd</sup> grade elementary math, 7<sup>th</sup> grade Integrated Language Arts, and High School Algebra 1) that demonstrate alignment with Maryland State Standards.
    - ii. Be created using the Universal Design for Learning Framework
      1. Required Documentation: As proof of meeting this requirement, the Bidder shall provide three crosswalks of lessons (from courses different than those required in 2.1.1.b.i) from each level (elementary, middle, and high) aligned to UDL principles.
    - iii. Reflect Cultural Diversity.
      1. Required Documentation: As proof of meeting this requirement, the Bidder shall provide three lessons (social studies content is excluded) from each level (elementary, middle, and high) with cultural diversity elements annotated for the review team.
  - c. The Bidder's instructors shall be Maryland certified teachers.
    1. Required Documentation: As proof of meeting this requirement, the Bidder shall submit information on the numbers of teachers they employ who hold Maryland teaching certificates and in what respective areas.

### 2.2 Minimum Technical Qualifications

1. The Bidder must support Service Provider initiated Single Sign On.
2. A web-based API interface with error reporting.
3. Create, Read, Update, DELETE (CRUD) individual users and multiple users in a single API call. Read multiple courses in a single API call. CRUD individual enrollments and multiple enrollments with a single API call. API documentation clearly outlines API methods and calls.

4. Reports to reflect course results, grades, attendance, usage, etc.
5. Ease of integration with any SIS system.
6. Compatible with Google Chrome & MS365 enterprise environments.
7. WCAG 2.1 Level AA Compliance.
8. System uptime 99.99%.
9. All social features are audible and accessible by ESMEC tech staff.
10. Hosting and data storage are within the Continental United States of America.
11. Support current versions of the following browsers to include but limited to Safari, Chrome, FireFox, Internet Explorer.
12. Provide access to the courses, dashboard, and reports for designated school personnel as well as the BVP Coordinator and LSS facilitators.
13. Provide technical assistance and support documents to end-users including but not limited to teachers, students, administrators, and parents.
14. The trial account should remain active for 180 business days after the bid opening date. Trial account information should include the URL, User ID, and password.

### 2.3 Minimum Content Development Features

1. Accessible content to include screen reader capability and closed-captioning.
2. Translation support for English Learners (EL).
3. Guarantee synchronous classroom instruction occurs multiple times a week with instructor.
4. Alignment with Federal privacy laws including COPPA, FERPA, and CIPA.
5. Student dashboard/gradebook.
6. Internal teacher/student communication tools are included.
7. Announcement features, message boards, assignment lists, and calendar integration available for staff, teachers, and students.
8. Audio and video recording available for instruction and student assignment submission.
9. Student landing pages can be customized.
10. Ability to toggle between student view and teacher view.

## 3 Background & Scope of Work

### 3.1 Existing Hardware and Software Integrations

1. ESMEC local school systems will be providing individual devices to students enrolled in the BVP that are able to integrate with:
  - a. Existing hardware used in the Eastern Shore school systems include but are not limited to: Windows-based notebooks & Laptops, Chromebooks, Macs, iPads, and tablets. This also includes support of mobile devices.
  - b. Existing Student Information Systems (SIS) used in the Eastern Shore school systems include but are not limited to PowerSchool and Aspen.
  - c. Learning Management Systems (LMS) used in the Eastern Shore school systems include but are not limited to Schoology, Google Classroom, and FROG.
  - d. Existing reporting systems used in the Eastern Shore school systems include but are not limited to Performance Matters, eDoctrina, Great Minds, Wonders, MAP.
  - e. Current versions of the following internet browsers used in the Eastern Shore school systems include but are not limited to Safari, Chrome, Microsoft Edge, and Firefox.

### 3.2 General Conditions and Expectations

1. All content must be free from bias; fair across race, religion, ethnicity, and gender; and culturally relevant and mindful of the integration of diverse communities, cultures, histories, and contributions.
2. Proposals must include analysis of how bidder's solution is bias-free and culturally relevant.
3. Content and technical functionality must support the needs of our EL students and students receiving specialized services (Special Education). All web-based content must be WCAG 2.1 Level AA compliant for all student groups.
4. Effective systems and structures must allow for increased instructional time and/or intensity for students who require additional academic and/or social emotional learning (SEL) supports.
5. Curriculum and required synchronous instruction must support the development of social and emotional skills and relationship building.
6. Any resources proposed in response to this RFP, including but not limited to any text passages should meet requirements for content and genres-i.e., grade appropriate content, passage length, and text complexity. Bidder should provide analysis of each resource's qualitative and quantitative text complexity. The system for determining item quality and correlation to standards should also be available and made transparent to ESMEC educators who seek this information.
7. Differentiation requires teachers to leverage:
  - a. UDL practices in lesson design, delivery, and student response,

- b. Strategies for increased student accessibility (ELs, SELs, students receiving specialized services, low-achieving students, accelerated/gifted learners, etc.),
  - c. Alternative methods of teaching the standards/interventions that ensure students have additional (individualized) opportunities to connect to the learning. These approaches to differentiation should be evident in curriculum samples submitted as part of the proposal.
8. Curriculum content, including assessments, shall be designed, and developed by the Bidder, but the ESMEC counties will have the ability to recommend modifications. Sufficient time must be allocated in the schedule for thorough review and modification by educators prior to any dissemination to ESMEC school districts. Students participating in the BVP will still need to participate in some required local tests and mandatory state tests.
9. Video(s) must be fully segmented for ease of use as a full program, searchable for relevant content segments therein, and captioned for accessibility.
10. Content provided or suggested must be available in different formats (e.g., video, documents, interactive files, eBooks, images, audio files) to appeal to different learning styles and instructional needs plus comply with WCAG Compliant 2.1 Level AA accessibility guidelines.
11. Content provided must be curated from nationally recognized educational publishers and kept current with Maryland State Standards. ESMEC maintains the right to reject certain content and/or educational publishers based on a quality assessment.
12. A Bidder shall adhere to all federal, state, and local laws and regulations regarding privacy of student and teacher data and shall certify in writing that the system is secure and that only authorized personnel, identified by the ESMEC, are able to access data and reports which are submitted to the Bidder or produced by or with the use of the Bidder's products and services and housed within the United States.
13. Bidder must agree to respond in a timely fashion to requests for data files which include, but are not limited to, student data and student assessment results, with file descriptions.
14. Bidder must agree to transfer all content and data, including assessments, results, and reports, to ESMEC and its LEAs in a usable and readable format throughout the term of any contract and in the event of termination of any contract(s).
15. All content must be accurately translated, as needed, to Maryland's Eastern Shore's top 5 languages [English, Spanish, Haitian Creole, Urdu, Chinese]. Videos and other resources with audio, language tracks and closed captioning should be provided.
16. Content and technical functionality within every course must demonstrate alignment/compliance with the standards, frameworks, and strategies listed below.
17. As standards are updated and priorities shift, the bidder will be expected to modify/adjust content and products to ensure alignment with state standards, frameworks, strategies, and context throughout the term of any contract and any renewals.

### 3.3 Current Standards/Frameworks/Strategies List

Bidder's products and services should be compliant with and in accordance with the applicable statutes, laws, requirements, and regulations including but not limited to the Code of Maryland, Maryland

Administrative Code, and ESMEC policy. Additionally, the Products and Services shall be aligned with and include all components of the state's current standards, frameworks, and strategies, which include the following:

Content Area	Standard/Framework/Strategies
ALL	<ul style="list-style-type: none"> <li>▪ World-Class Instructional Design and Assessment (WIDA) <ul style="list-style-type: none"> <li>○ <a href="#">English for Speakers of Other Languages</a></li> </ul> </li> <li>▪ Universal Design for Learning (UDL)</li> <li>▪ Multi-Tiered Systems of Support (MTSS)</li> <li>▪ Maryland Comprehensive Assessment Program (MCAP)</li> </ul>
Fine Arts	<a href="#">Maryland's College and Career-Ready Standards: Fine Arts</a>
English/Language Arts	<a href="#">Maryland's College and Career-Ready Standards: English Language Arts</a>
Math	<a href="#">Maryland's College and Career-Ready Standards: Math</a>
Science	<a href="#">Maryland's College and Career-Ready Standards: Science</a>
STEM	<a href="#">Maryland's College and Career-Ready Standards: STEM</a>
Social Studies	<a href="#">Maryland's College and Career-Ready Standards: Social Studies</a>
World Languages	<a href="#">Maryland's College and Career-Ready Standards: World Languages</a>
Financial Literacy	<a href="#">Maryland's College and Career-Ready Standards: Financial Literacy</a>
Disciplinary Literacy	<a href="#">Maryland's College and Career-Ready Standards: Disciplinary Literacy</a>
Technology Education	<a href="#">Maryland's College and Career-Ready Standards: Technology Education</a>
Technology Literacy	<a href="#">Maryland's Digital Learning Standards for Students</a>
Health	<a href="#">Maryland's College and Career-Ready Standards: Health</a>
Physical Education	<a href="#">Maryland's College and Career-Ready Standards: Physical Education</a>

The bidder shall work with ESMEC on any modifications or adaptations to its products and services that may be necessary during the term of the contract and any renewal terms because of changes to applicable standards, frameworks, strategies, and accessibility guidelines/best practices.

### 3.4 ESMEC Staff and Roles

1. ESMEC has hired a Coordinator to oversee the BVP. This staff position will be the point of contact for all on-the-ground, day-to-day interaction between the Bidder and ESMEC.
2. Queen Anne's County Public Schools (QACPS) is the fiscal agent for ESMEC. The QACPS purchasing agent will be the point of contact for all fiscal-related interactions between the bidder and ESMEC.

3. Local School Systems may opt to provide their own educators to facilitate the course content.



## 4 Bidder Requirements: General

### 4.1 Terms and Conditions

1. The start date for the ESMEC BVP will be negotiated and contingent upon initial and continued funding.
2. ESMEC retains the right to request best and final proposals and to negotiate billing and payment terms over a multi-year period with the finalist companies.
3. Initial funding is anticipated to be available academic years 2020-21, 2021-22, and 2022 - 23.
4. Price decreases are acceptable at any time, need not be verifiable, and are required should the bidder experience a decrease in costs associated with the execution of the contract.
5. A contract shall be signed by all parties specifying the responsibility and duties of the bidder(s) obligations.
6. Any warranty period for goods and services will not commence until acceptance of the products or services by ESMEC and shall cover the length of the contract.

### 4.2 Maintenance and Support

The Bidder's ongoing maintenance and support obligations, are defined as follows:

1. Maintenance commences at ESMEC's acceptance of initial start-up activities.
2. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
3. Support shall be provided for superseded releases and back releases still in use by any of the 9 Eastern Shore counties.
4. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon date of signed contract.
  - a. Error Correction. Upon notice by ESMEC of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
  - b. Material Defects. Bidder shall notify ESMEC of any material errors or defects in the Deliverables known or made known to bidder from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Bidder shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - c. Updates. Bidder will provide to ESMEC at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software, deliverables developed or published by the bidder and made available to its other customers.
5. Operations tasks to include virus scans;

6. Activity reporting;
7. User support (Help Desk)
  - a. Bidder shall furnish Help Desk services for the BVP,
  - b. Help Desk services are available during Normal School Business Hours (Monday – Friday 7AM to 4PM eastern standard time),
  - c. Bidder shall utilize a help desk ticketing system to record and track all help desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.
8. ESMEC shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year (outside of major holidays).
9. Bidder personnel providing technical support shall be familiar with ESMEC’s account (i.e., calls shall not be sent to a general queue).
10. Calls for emergency IT services will be returned within one (1) hour, while calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after Normal Business Hours.

#### 4.3 Data Back-Ups

1. The Bidder shall:
  - a. Perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers;
  - b. Retain daily back-ups for one (1) month and weekly backups shall be retained for two (2) years;
  - c. Store daily back-ups off-site in the United States of America.

#### 4.4 Data Ownership & Access

1. Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of an RFP are the property of ESMEC and the respective county. ESMEC is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
2. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except: (1) in the course of data center operations; (2) in response to service or technical issues; (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder; or (4) at ESMEC’s written request.
3. The Bidder shall limit access to and possession of ESMEC data to only Bidder Personnel whose responsibilities reasonably require such access or possession and shall train such Bidder Personnel on the confidentiality obligations set forth herein.

4. At no time shall any data or processes – that either belong to or are intended for the use of ESMEC – be copied, disclosed or retained by the Bidder or any party related to the Bidder for subsequent use in any transaction that does not include ESMEC.
5. The Bidder shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.
6. At the termination of the contract, all ESMEC data needs to be returned to the respective school district and expunged from the bidder’s system.

#### 4.5 Data Protection and Controls

1. Bidder shall ensure a secure environment for all ESMEC data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
2. To ensure appropriate data protection safeguards are in place, the Bidder shall implement and maintain the following controls at all times throughout the Term of the Contract (the Bidder may augment this list with additional controls):
  - a. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Bidder’s system configuration files.
  - b. Ensure that ESMEC data is not commingled with other data through the proper application of compartmentalization security measures.
  - c. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Bidder is responsible for the encryption of all Sensitive Data.
  - d. For all ESMEC data the Bidder manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
  - e. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- f. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>).
- g. Have a process/automation in place that regularly scans and investigates suspicious activity. ESMEC shall have the right to inspect these policies and procedures and the Bidder's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- h. Ensure system and network environments are separated by properly configured and updated firewalls.
- i. Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- j. By default, "deny all" and only allow access by exception.
- k. Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- l. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. The Bidder shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. ESMEC shall have the right to inspect the Bidder's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- m. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- n. Ensure ESMEC data is not processed, transferred, or stored outside of the United States ("U.S."). The Bidder shall provide its services to the ESMEC and the ESMEC's end users solely from data centers in the U.S. Unless granted an exception in writing by ESMEC, the Bidder shall not allow Bidder Personnel to store ESMEC data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Bidder shall permit its Bidder Personnel to access ESMEC data remotely only as required to provide technical support.

- o. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Bidder shall perform routine vulnerability scans and take corrective actions for any findings.
- p. Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. ESMEC shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

#### 4.6 Security Incident Response

1. The Bidder shall notify ESMEC via email and a phone call to the Coordinator when any Bidder system that may access, process, or store ESMEC data or systems experiences a Security Incident or a Data Breach as follows:
  - a. Notify ESMEC within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to ESMEC Executive Director;
  - b. Notify ESMEC within two (2) hours if there is a threat to Bidder's Solution as it pertains to the use, disclosure, and security of ESMEC data; and
  - c. Provide written notice to ESMEC within one (1) Business Day after Bidder's discovery of unauthorized use or disclosure of ESMEC data and thereafter all information that ESMEC requests concerning such unauthorized use or disclosure.
2. This breach shall be followed up with a formal letter outlining the breach, the data impacted, the response action, and follow-up place to the Executive Director and Coordinator.
3. Bidder's notice shall identify:
  - a. The nature of the unauthorized use or disclosure;
  - b. The ESMEC data used or disclosed,
  - c. Who made the unauthorized use or received the unauthorized disclosure;
  - d. What the Bidder has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - e. What corrective action the Bidder has taken or shall take to prevent future similar unauthorized use or disclosure.
  - f. The Bidder shall provide such other information, including a written report, as reasonably requested by ESMEC.
4. The Bidder may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise

as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with ESMEC should be handled on an urgent as-needed basis, as part of Bidder communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

5. The Bidder shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of ESMEC data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless ESMEC and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

#### 4.7 Invoicing

1. The Bidder shall email the original of each invoice and signed authorization to invoice ESMEC's Executive Director at [esmec@qacps.org](mailto:esmec@qacps.org).
2. All invoices for services shall be verified by the Bidder as accurate at the time of submission.
3. An invoice not satisfying the requirements of a proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
  - a. Bidder name and address;
  - b. Remittance address;
  - c. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - d. Invoice period (i.e. time period during which services covered by invoice were performed);
  - e. Invoice date;
  - f. Invoice number;
  - g. Assigned Contract number;
  - h. Assigned (Blanket) Purchase Order number(s);
  - i. Goods or services provided;
  - j. Amount due; and
  - k. Name of every student that participated by district sent in a secure format.
4. Travel will not be reimbursed.
5. ESMEC has the right to review deliverables and performance before paying invoice.

#### 4.8 Bidder's Insurance

ESMEC requires insurance certificates evidencing the compliance to insurance requirements at least ten calendar days after receipt of the Notice of Award. The bidder will not commence work until a notice to proceed letter, or purchase order is issued.

1. **Worker's Compensation:** The bidder will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws.
  - a. LSS policies will be in effect for LSS employees.
2. **Professional Liability / Errors and Omission:** The Bidder shall maintain professional liability / errors and omissions coverage in the minimum amounts of \$1,000,000 per claim and \$1,000,000 in aggregate.
3. **Proof of Carriage of Insurance and Data Service Agreement:** The Bidder will furnish ESMEC 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 ESMEC."
  - a. Additional Insured: ESMEC shall be named as additional insured on all bidder's policies, other than Worker's Compensation Insurance policy. The bidder's insurance will be primary and noncontributory to any insurance carried by ESMEC 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.
4. All awarded bidders must abide by Queen Anne's County Public School's (QACPS) Board Policy 705 "Student Data Governance and Privacy" and sign their Data Sharing Agreement since Queen Anne's County Public School's is the fiscal agent for ESMEC.

## 5 Proposal Format

### 5.1 Two Part Submission plus Demonstration

Bidders shall submit a Proposal in 2 separate parts plus present formally to ESMEC Evaluation Committee:

1. Appendix A | Technical Proposal: Parts I – III (in Excel)
2. Appendix B | Financial Proposal highlighting both options (in Excel)
3. Supplemental materials can be submitted.
4. Formal Presentation (bidders maybe contacted to arrange a mutually agreeable date/time).

### 5.2 Preparation of Proposal

1. Due to possible changes and/or additions to the solicitation package, ESMEC requests that bidders delay submission of their bid package until the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
2. The **Technical and Financial Proposals** shall be electronically submitted to ESMEC:
  - i. Technical Proposal:
    1. Submit a password-protected PDF.
    2. The Technical Proposal will include the following forms completed:
      - A. Signature Page
      - B. Statutory Affidavit and Non-Collusion Certification
      - C. Certification of Compliance
      - D. Technical Proposal, Part I—Required Functionalities and Features
      - E. Technical Proposal, Part II—Preferred Functionalities and Features
      - F. Technical Proposal, Part III—Questionnaire
      - G. Supporting documents
  - ii. Financial Proposal:
    1. Submit a password-protected PDF.
    2. The Financial Proposal will include the following form(s) completed:
      - A. Signed Transmittal Letter on Company Letterhead
      - B. Financial Proposal Form



3. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the pricing on the Financial Proposal Form.

### 3. Deliverable Quality

The Bidder shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to ESMEC.

Each deliverable shall meet the following minimum acceptance criteria:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable's content.
3. Represent information reasonably expected to have been known at the time of submittal.
4. In each section of the deliverable, include only information relevant to that section of the deliverable.
5. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
6. Meets the acceptance criteria applicable to that deliverable, including any policies, functional or non-functional requirements, or industry standards.
7. Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.
8. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
9. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

## 5.3 Demonstration

Bidders that are selected from the Technical and Financial Proposal round must provide a no-cost, on-site demonstration (dependent on COVID restrictions) to the Evaluation Committee to include the following:

1. Live demonstration of courses that will be determined by ESMEC before the date of the demonstration. The demonstration must include both a **student** and **teacher** perspective plus show a graded assignment, the gradebook, and examples of differentiated activities.
2. Live demonstration of the platform viewed as a **parent** with a child enrolled in a full schedule including a parent view with a child having 1 teacher (elementary perspective) and multiple teachers (secondary perspective).
3. End-user demonstration for the ESMEC Evaluation team. The details regarding this demonstration will be communicated to the Bidders upon selection as a finalist.

4. Provide the ESMEC Evaluation Committee plus Instructional Supervisors temporary access to **ALL** courses in the proposed system for online viewing and quality/functionality/accessibility assessment. Bidders must provide detailed instructions, with relevant screen shots, on how evaluators log-in and maneuver within the system and ensure access throughout the duration of the evaluation period.
5. Provide the ESMEC Evaluation Committee with sample training materials for students, teachers, and parents on how to use the platform.
6. Provide the ESMEC Evaluation Committee with a sample day outlined for students at the elementary, middle, and high school levels highlighting the required synchronous and asynchronous learning.
7. Provide the ESMEC Evaluation Committee with a sample of a typical week for the students at the elementary, middle, and high school levels highlighting the required synchronous and asynchronous learning.
8. Provide a teacher schedule indicating their required weekly synchronous instruction with their classes. Synchronous teaching and learning does not include study halls, parent/student meeting, asynchronous or recorded lessons or times students request additional assistance.

#### 5.4 References

1. At least three (3) letters of references from customers who can document the Bidder's ability to provide the goods and services specified in this RFP shall be provided. References used to meet any Minimum Qualifications (see RFP Section 2) may be used to meet this request. Each reference shall be from a customer for whom the Bidder has provided goods and services within the past four (4) years and shall include the following information:
  - 1) Name of customer organization;
  - 2) Name, title, telephone number, and e-mail address of point of contact; and
  - 3) Value, type, duration, and description of goods and services provided.

ESMEC reserves the right to request additional references or utilize references not provided by the Bidder. Points of contact must be accessible and knowledgeable regarding Bidder performance.

#### 5.5 Financial Proposal Form

The Financial Proposal Form (Appendix B) shall contain all price information. The Bidder shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by ESMEC.

## 6 Evaluation and Selection Process

### 6.1 Evaluation Process and Criteria for Bids that Meet Technical Proposal

1. An evaluation committee with representation from each of the nine (9) ESMEC counties plus MSDE will independently review and evaluate each technical proposal. This committee may include the Superintendent, the Assistant Superintendent, Supervisor of Technology Systems, the Supervisor of English, the Supervisor of Math, the Supervisor of Social Studies, the Supervisor of Science, a building-based Principal or Vice Principal, a Teacher, the Purchasing Manager, or any others as assigned by the Superintendent or designee.
2. Proposals shall be reviewed and evaluated by the evaluation committee. The Technical Proposal will be evaluated to prioritize the list of Respondents according to a weighted number sequence, with a top possible ranking of 2115 points. Committee members will evaluate the proposals based on the criteria provided in this section. The bidders that meet the minimum requirements (1480 points – 70% of points met) will move to the second phase of the evaluation process. The Technical Proposal will be weighted at 60%.
3. The Live Demonstration will be valued at 25%.
4. The Financial Proposal will be valued at 15%.
5. The process for determining which bidder(s) to approve may take the form of a questionnaire, interview, demonstration, and/or virtual site visit, and includes appraisals of various aspects of the supplier's business including capacity, financials, quality assurance, organizational structure and processes and performance.
6. 2115 points will be assigned for the technical proposal and will be assigned as follows:

<b>TECHNICAL PROPOSAL: PART I</b>	
<b>REQUIRED FUNCTIONALITIES AND FEATURES</b>	
<b>1310 Total Points</b>	
<b>Required Area</b>	<b>Possible Points</b>
100 Curriculum	170 points
101 Platform	345 points
102 Teachers	90 points
103 Enrollment	45 points
104 Reports	80 points
105 Training	60 points
106 Support	40 points
107 Technical Requirements	290 points
200 Data Integration	45 points
300 Service Level Agreement	75 points
400 Help Desk Support	40 points
500 User Interface	30 points

<b>TECHNICAL PROPOSAL: PART II</b>	
<b>PREFERRED REQUIREMENTS</b>	
<b>95 Total Points</b>	
<b>Required Area</b>	<b>Possible Points</b>
Middle/High School Course Approval	50 points
Specials /Electives	30 points
World Language	15 points
<b>TECHNICAL PROPOSAL</b>	
<b>PART III- QUESTIONNAIRE</b>	
<b>710 Total Points</b>	
<b>Required Area</b>	<b>Possible Points</b>
Building Structure	30 points
Insurance, Financial & Legal Issues	Yes/No
Experience of Staff Assigned to Project	Yes/No or N/A
References	75 points
Understanding of Scope, Project, Approach & Identification of Outcomes	30 points
Course Content & Assessments	160 points
Communication & Parent Support	55 points
Facilitation & Professional Learning	40 points
Special Education	55 points
Accessibility	55 points
Technical Features	150 points
Data Privacy	60 points
Exceptions	Not scored

7. Based on the information obtained via the evaluation, a Bidder is scored and is either approved or not approved as one from whom to procure materials or services.
8. 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.
9. Technical Proposals that do not meet a 1480-point minimum will be deemed inadequate and will not be considered further.
10. For Technical Proposals that meet or exceed 1480 points, financial proposals will be opened and evaluated on a weighted basis. Financial proposals for companies that meet the 1480-point threshold will be opened at the conclusion of the technical proposal evaluation process. The weighted basis for the Financial proposal shall be 15%. A total of up to 1000 points will be awarded with the maximum points given for the lowest overall calculated costs.
11. A virtual (due to COVID restrictions) presentation will be provided to the ESMEC RFP Evaluation Committee on a mutually agreed upon date and time. The score from the presentation will account for 25% of the overall score.

12. Final ranking will be made based on the criteria and rubric listed.

## 6.2 Bidder Performance Evaluation

1. The ESMEC Executive Director and QACPS Finance Clerk shall confer periodically to discuss the status of the contract.
2. The ESMEC Executive Director or QACPS Finance Clerk may request multiple metrics, from the bidder, to evaluate contract performance. Metrics may include, but are not limited to:
  - a. Delivery
  - b. Response time
  - c. Quality of deliverables
  - d. Invoicing
  - e. Financial
3. Where technical, construction or performance specifications have been identified in the bidding document, the ESMEC Executive Director shall utilize these specifications as the basis of determining contract compliance.
4. If issues of bidder noncompliance arise during the contract term, the Executive Director will address these concerns brought to his attention. 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 QACPS Purchasing Department bid documents.
5. 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. ESMEC retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of ESMEC.

## 6.3 Financial Proposal Evaluation Criteria & Form

- a. All Qualified Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Appendix B - Financial Proposal Form.
- b. The Financial Proposal Form shall contain all price information in the format specified on these pages and be completed according to instructions without any omissions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

## 7 Conditions to Bidders

### 7.1 Preparation of Bid

1. 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 Executive Director listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
2. An electronic copy of the proposal in a password-protected PDF format that contains the signature of an official authorized to legally bind the bidder to the information provided. The proposal must be emailed by 5PM EST on Friday February 5, 2021. Bids must be prepared on the proposal form(s) provided.
3. The following items must be included in submission:
  - a. Proposal pages completely and accurately filled out.
  - b. Signature Acknowledgement Form completed and signed.
  - c. Statutory Affidavit and Non-Collusion Certification form completed and signed.
  - d. Certificate of Compliance form completed and signed.
  - e. Voluntary copy of internal or external VPAT
4. Bidder shall 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: <http://dat.maryland.gov/businesses/Pages/Internet-Certificate-of-Status.aspx>.
5. 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.
6. Bids by corporations or limited liability companies (LLC) must be signed with the name of the corporation or LLC, 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.
7. Failure to sign the bid document will result in rejection of the bid as non-responsive.
8. ESMEC will not be responsible for any costs incurred by the bidder in preparing and submitting a proposal in response to this solicitation.

### 7.2 Bid Pricing

1. All prices shall be firm up to the conclusion of the contract on August 31, 2023. ESMEC 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.

2. ESMEC will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized.
3. In case of an error in the extension of prices in the bid, the unit price shall govern.
4. Unit Prices must be rounded off to no more than two decimal places.

### 7.3 Taxes

1. Prices quoted shall not include federal excise tax, state sales, or use taxes or any other taxes from which the Board of Education is exempt. Exemption certificates will be furnished upon request.

### 7.4 Errors in Bid Submissions

1. Bidder, or its authorized representatives, is expected to fully inform it, as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
2. If the bidder has made an error, the bidder may request, in writing, to have its bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the ESMEC Executive Director. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the ESMEC Executive Director 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 bidder's business.
3. 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.

### 7.5 Award or Rejection of Bids

1. ESMEC 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.
2. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of ESMEC, 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 ESMEC of their qualifications.
3. Unless stated, the contract may be awarded by grade level bands, whichever is in the best interest of ESMEC.
4. In the event of a tie, other factors, such as past performance, will be considered in the award of the bid.

5. ESMEC does not have local, state, or federal preference requirements except when mandated by a targeted funding source.
6. If, after competitive sealed bids have been opened, the Executive Director determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as a sole source procurement.
7. A recommendation for the award of a contract will be presented to the Superintendents of ESMEC for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an ESMEC contract document shall also be issued.
8. ESMEC reserves the right to reject the bid of a bidder who has, in the opinion of ESMEC, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
9. ESMEC retains the right to reject any and all bids, if it is deemed in the best interest of ESMEC to do so.
10. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, ESMEC 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.

## 7.6 Contract Formation

1. Notification of the contract award will be made on an official letter via email after approval by ESMEC with a timeline based on the needs of ESMEC.
2. The successful bidder and ESMEC shall enter into a contract that is consistent with State of Maryland contracts. The contract shall include the BVP requirements in the ESMEC RFP, as well as the proposal submitted and accepted by ESMEC.

## 7.7 Protests

1. The ESMEC Executive Director shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the ESMEC Executive Director for consideration.
  - a. The bidder must submit their concern, in writing, addressed to the ESMEC Executive Director. It should include the following:
    - i. Name, address, contact information of the protester;
    - ii. Statement of reasons for the protest;
    - iii. Supporting documentation to substantiate the claim;
    - iv. The remedy sought.
  - b. The protest must be received by the ESMEC Executive Director at least two calendar days prior to the date of the ESMEC meeting at which the recommendation will be presented. It is the bidder's responsibility to ascertain the date and time of award.
  - c. A bidder who does not file a timely protest before the contract is awarded by ESMEC is deemed to have waived any objection.



2. The Executive Director shall issue a decision in writing.
3. Should the protester disapprove of the ESMEC Executive Director's decision, they should put their objections in writing to the President of ESMEC.
4. ESMEC's decision is deemed the final action at the local level.

## 7.8 Multi-Year Contract

1. This is a multi-year contract and ESMEC anticipates that student enrollment will increase in subsequent years. Contracts that require funding appropriations 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.

## 7.9 Hold Harmless

1. It is understood that the awarded bidder(s) shall defend and hold harmless the ESMEC, 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.

## 7.10 Termination for Default & Convenience

1. Termination for Default If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, ESMEC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the ESMEC's option, become the ESMEC's property. ESMEC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and ESMEC can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B. 18.
2. Termination for Convenience The performance of work under this Contract may be terminated by ESMEC in accordance with this clause in whole, or from time to time in part, whenever ESMEC shall determine that it is in the best interest of the ESMEC. ESMEC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).
3. When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of ESMEC.
4. In the event ESMEC terminates the contract in whole or in part, ESMEC may procure such products and services, in a manner the ESMEC Executive Director deems appropriate, and the Contractor shall be liable to ESMEC for any additional cost(s) incurred.

5. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.
6. 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.

### 7.11 Governing Law and Venue

1. 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.

### 7.12 Multi-Agency Participation

1. ESMEC 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 bidder(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.
2. By agreeing to extend the contract to other agencies, the bidder(s) reaffirms and warrants their original commitment to ESMEC 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 ESMEC Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to affect our administration of this contract.
3. ESMEC assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or bidder'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 bidder and the public agency.
4. Each participating jurisdiction or agency shall enter into its own contract with the awarded bidder(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 bidder(s). ESMEC does not assume any responsibility other than to obtain pricing for the specifications provided.

### 7.13 Billing and Payment

1. Invoices shall be submitted to ESMEC Executive Director at [esmec@qacps.org](mailto:esmec@qacps.org)
2. Bidder will supply the name of every student that participated by district on each invoice.

3. Bidder will grant a 2-week drop period and consequently not charge ESMEC for any students who drop a course during the first two weeks of a course. The Bidder will notify the Coordinator via email when a student drops a course.
4. Payments will be made by ESMEC.

#### 7.14 Laws and Regulations

1. The bidder will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the bidder performs any work which it knows or should know to be contrary to such laws, ordinances, and regulations and without such notices to ESMEC they shall bear all costs arising therefrom.
2. The bidder 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.

#### 7.15 Patents, Copyrights, and Intellectual Property

1. The bidder will defend all suits or claims for infringement of any intellectual property and will save the ESMEC harmless from loss.
2. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Bidder is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Bidder shall obtain the necessary permission or license to permit ESMEC to use such item or items pursuant to its rights granted under the Contract.
3. Except for (1) information created or otherwise owned by ESMEC or licensed by ESMEC from third parties, including all information provided by ESMEC to Bidder; (2) materials created by Bidder specifically for the ESMEC under the Contract ("Deliverables"), except for any Bidder Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the ESMEC, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Bidder and its licensors, and ESMEC will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Bidder during the performance of the Contract will belong solely and exclusively to Bidder. For all Bidder Pre-Existing Intellectual Property embedded in any Deliverables, Bidder grants to ESMEC a license to use such Bidder Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Bidder and the date of payment therefor by ESMEC in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Bidder grants the ESMEC a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Bidder Materials contained therein in accordance with this Contract.
4. Bidder shall defend, indemnify and hold harmless ESMEC and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses

(including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Bidder-provided products/services infringe, misappropriate or otherwise violate any third-party intellectual property rights. Bidder shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by ESMEC or that adversely affects ESMEC's rights or interests, without the ESMEC's prior written consent.

5. Except as otherwise provided herein, Bidder shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by ESMEC to the Bidder. Notwithstanding anything to the contrary herein, ESMEC may, in its sole and absolute discretion, grant the Bidder a license to such materials, subject to the terms of a separate writing executed by the Bidder and an authorized representative of ESMEC as well as all required ESMEC approvals.
6. Without limiting the generality of the foregoing, the Bidder shall not use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by ESMEC or any of its affiliates (or for which ESMEC or any of its subcontractors has received license rights), to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if ESMEC or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by ESMEC or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by ESMEC (or for which ESMEC has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
7. The Bidder shall report to ESMEC, promptly and in written detail, each notice or claim of copyright infringement received by the Bidder with respect to all Deliverables delivered under this Contract.
8. The Bidder shall not affix (or permit any third party to affix), without ESMEC's consent, any restrictive markings upon any Deliverables that are owned by ESMEC, and if such markings are affixed, the Consortium shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

#### **7.16 Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students**

1. Registered sex offenders are not eligible to work on any ESMEC project. The awarded bidder(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry, plus the National Registry and search for the name of any employee to be assigned to work on this project. For projects lasting more than a few months, the bidder 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 an ESMEC project, ESMEC will notify the site superintendent to immediately and permanently terminate their work assignment. ESMEC may terminate this contract at no additional costs, as

a result if the bidder is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland and National registries.

2. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees for ESMEC school districts. If required, the awarded bidder(s) is responsible for payment of the full cost of the criminal background check.
3. The awarded bidder(s) may not assign an employee to work with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime.
4. The awarded bidder(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.
5. An awarded bidder will not assign an employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

#### **7.17 Drug, Alcohol, and Tobacco-Free Workplace**

1. ESMEC 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 thereunder and establishes a drug-free and alcohol-free workplace and school system regardless of delivery method.
2. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment regardless of delivery method.

#### **7.18 Student/Staff Confidentiality**

1. Under no circumstances may any bidder/bidder/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of ESMEC and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

#### **7.19 Public Information Act Notice**

1. 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 materials, upon request, should not be disclosed by ESMEC under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
2. 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 ESMEC.

## 7.20 Force Majeure

1. 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. ESMEC may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. ESMEC 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 bidder shall have no recourse against ESMEC. 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.

## 7.21 Ethics Policy

1. Since Queen Anne's County Public Schools (QACPS) is the fiscal agent for ESMEC, ESMEC follows the QACPS 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.
2. As the fiscal agent for ESMEC, all bidders should carefully review the Queen Anne's County Public Schools' Board Policy 104, "Code of Ethics," which prohibits ESMEC employees from benefiting from business with the school system.

## 7.22 Non-Collusion

1. 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 bidder prior to the opening of this bid.
2. 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.

## 7.23 Conflict of Interest

1. The bidder will advise ESMEC 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 ESMEC 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.

## 8 Attachments

### 8.1 Abbreviations & Definitions

**Access:** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.

**Application Program Interface (API):** Code that allows two software programs to communicate with each other.

**Asynchronous Instruction:** Learning that occurs online without real-time interaction or instruction by an educator. Examples may include but not limited to pre-recorded video lessons, resource videos, assigned readings, and posted assignments.

**Bidder:** An entity that submits a Proposal in response to this RFP.

**Blended Learning (Hybrid) Program** is a combination of synchronous and asynchronous teaching and learning that requires access to the Internet, an electronic device, web conferencing tools, and a learning platform. Local school system educators deliver instruction aligned with the school's curriculum and monitor student attendance, growth, IEP requirements, and provide differentiation for individual students. The use of the local school system educators and curriculum allows for the flexibility of moving between synchronous instruction received entirely at home via web conferencing and traditional instruction delivered in the brick and mortar environment. Possible options are listed below:

- Option 1: Blended Learning can be delivered by synchronous instruction provided by the local school system educator to students in the classroom and/or remote locations and complimented by the asynchronous use of a vendor course and/or resources.
- Option 2: Blended learning can be delivered synchronously with the local school system educator instructing students in a classroom while broadcasting this instruction live to students in remote locations. These remote students are able to participate and interact with the teacher and classmates. This instruction is supported by asynchronous activities and resources.
- Option 3: Blended Learning can be delivered remotely through synchronous instruction to a class of students by the local school system educator and supported by asynchronous lessons and resources aligned with the local school curriculum.

Some examples of how web conferencing tools can support blended learning beyond full class instruction are by providing opportunities for social-emotional connections, differentiating for small groups, meetings that involve parents, delivering conferences, and providing tutoring/enrichment, and office hours. [COMAR 13A.04.15 Digital Learning](#)

**Business Day(s):** The official working days of the week to include Monday through Friday.  
Official working days excluding State Holidays

**Blended Learning:** a style of teaching in which students learn via electronic/online media, as well as traditional face-to-face/real-time teaching that may occur in a virtual environment.

**COMAR:** Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>

**Course:** For the purpose of pricing, a course shall represent a semester enrollment

**Cultural Competence/Relevance:** Educators will be able to understand, communicate with and effectively interact with people across cultures, plus course content will be representative of numerous cultures.

**Distance Learning Definitions:**

Distance and/or e-learning is the overarching term for a variety of learning modalities involving virtual experiences whether they are asynchronous or synchronous. As decisions are made, a full understanding of the benefits, limitations, and considerations of each modality is important.

**Synchronous learning** – remote learning that happens in real-time with the interaction between the teacher and students that occurs in a face to face environment or in a virtual classroom setting, i.e.. access from home via web conferencing.

**Asynchronous learning** – learning that occurs online without real-time interaction or instruction by an educator. Examples may include but not limited to pre-recorded video lessons, resource videos, assigned readings, and posted assignments.

**English Language Learner (EL):** A student whose native language is not English.

**Eastern Shore of Maryland Educational Consortium (ESMEC):** The Eastern Shore of Maryland Educational Consortium (ESMEC) was established primarily to advise member school systems about projects, programs, or services that would enable all Eastern Shore students to develop socially, culturally, economically, and, most importantly, educationally.

**Facilitator:** A certified teacher in the content area who teaches both synchronously and asynchronously

**Local School System (LSS):** The nine (9) educational districts that make up the ESMEC. Each school district is a LSS.

**Minority Business Enterprise (MBE):** Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

**Social Emotional Learning (SEL):** is the process through which children and adults acquire and effectively apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions (<https://casel.org/overview-sel/>).



**Synchronous Instruction:** Remote learning that happens in real-time with the interaction between the teacher and students that occurs in a face to face environment or in a virtual classroom setting, ie. access from home via web conferencing.

**Universal Design for Learning (UDL):** is a framework developed by CAST, an Understood founding partner. UDL guides the design of learning experiences to proactively meet the needs of all learners. When you use UDL, you assume that barriers to learning are in the design of the environment, not in the student. UDL is based on brain science and evidence-based educational practices. It also leverages the power of digital technology.

**Web Content Accessibility Guidelines (WCAG 2.1 Level AA)** means a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally.

## RFP 2021-01, Blended Virtual Program (BVP)

### 8.2 Signature Acknowledging Proposal

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

In compliance with the ESMEC request for proposals, 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 employee of any of the Eastern Shore Boards of Education including Caroline, Cecil, Dorchester, Kent, Queen Anne's, Talbot, Somerset, Wicomico and Worcester have 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, 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 \_\_\_\_\_

Addendum #5 \_\_\_\_\_

Addendum #5 \_\_\_\_\_

## RFP 2021-01, Blended Virtual Program (BVP)

### 8.3 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 with the bid package must be completed but not required to be notarized.

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (*officer*) and duly authorized representative of the firm of the organization named \_\_\_\_\_ (*name of corporation*) whose address is \_\_\_\_\_ 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, or 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:
  1. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  2. 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;
  3. been convicted of any criminal violations of an antitrust statute of the State of Maryland, another state, or the United States;
  4. 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;
  5. 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;
  6. 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
  7. 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.

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*(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 Eastern Shore of Maryland Educational Consortium 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 Eastern Shore of Maryland Educational Consortium 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 Eastern Shore of Maryland Educational Consortium 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 the requirements of the Eastern Shore of Maryland Educational Consortium, 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 Code)

---

(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

**8.4 RFP 2021-01, Blended Virtual Program (BVP)  
Certification of Compliance**

1. All vendor staff and / or contractors must abide by Eastern Shore of Maryland Educational Consortium policies and regulations while working on Eastern Shore of Maryland Educational Consortium 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 school (or ESMEC 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 ESMEC project. The vendor must initially check the Maryland Department of Public Safety & Correctional Services' NATIONAL SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to all staff and / or subcontractors.
4. In the event that a registered sex offender is discovered to be working on a ESMEC project, whether through employment by the prime vendor or subcontractor, the vendor will immediately remove the individual from employment and notify the Executive Director of ESMEC. ESMEC may terminate this contract as a result if the vendor is unable to demonstrate care and due 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 bidder 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:
  1. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
  2. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  3. 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 vendor shall certify by signing this affidavit that any individuals in its work-force including staff and subcontractors assigned in any capacity to the ESMEC Blended Virtual Program, will undergo a federal and state criminal background check including fingerprinting.

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 \_\_\_\_\_