

November 16, 2020

301-279-3555

RFP Number: 4902.1
Due Date: December 16, 2020
Open Time: 2:00 p.m.

To: Prospective Respondents:

The purpose of this Request for Proposal (RFP) is to establish a contract from qualified and licensed vendors for remote administration of psychoeducational assessments for students in Montgomery County Public Schools (MCPS). The successful offeror must have the ability to provide qualified and experienced staff, as needed, to perform the necessary assessments to meet the requirements of the special education child-find evaluation / eligibility and re-evaluation / eligibility process. The award may be made to one or more vendors if it is in the best interest of MCPS.

A virtual pre-proposal conference will be held on December 3, 2020 at 11am EST via WebEx. Details on the WebEx are contained in Section 14.0 of this RFP. Questions regarding the RFP must be submitted by the close of business, 4:00 p.m., on November 25, 2020. Responses will be posted on the MCPS' Procurement website on December 2, 2020.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on December 16, 2020. Submissions received after this date and time will not be considered. Submittals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Submissions shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one (1) original, one (1) redacted copy, one (1) electronic version on flash drive and three (3) separate copies of the proposal. The submission must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Team Leader
Procurement Unit

AMD
Enclosure

Department of Materials Management
MONTGOMERY COUNTY PUBLIC SCHOOLS
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, Maryland 20850

Request for Proposal No. 4906.1,

Wraparound Educational Services for Students with Special Education Needs

1.0 INTENT

The intent of Montgomery County Public Schools (MCPS) is to prequalify one, or more, qualified Contractor(s) to provide wraparound educational services to students with special education needs in the event that a public or nonpublic school placement cannot be identified.

Wraparound educational services are defined as services designed to give a child the support they need throughout the school day whether the support is academic, social or behavioral. Depending on the student's needs, these services can include direct educational services, tutoring, counseling, medical care (private duty nursing services), transportation, transitional services (hospital-to-school, home-to-school), and other non-instructional services (such as community-based instruction, supported living services, independent life skills, and self-care). These services can be provided in-person in the student's home, in an identified public location (Montgomery County Public Library), or virtually.

MCPS staff members in the Central Placement Unit (CPU), Office of Teaching, Learning, and Schools—Special Education (OSE), convene Central Individualized Education Program (CIEP) team meetings with individual schools to determine the placement needs of students with disabilities under the *Individuals with Disabilities Education Act*. The CIEP team determines the appropriate placement recommendation for the student and makes referrals to separate public day, separate private day, and private residential schools based upon the decision of the team. If a student has been rejected from all placement options considered by the CIEP team, MCPS still has a legal obligation to provide the student with educational services that will provide them with a free appropriate public education. The educational needs of the student which dictate the wraparound educational services are outlined in the student's Individualized Education Program (IEP).

Upon award, prequalified Contractor(s) will be notified as the need arises by the CPU supervisor or by other designated OSE staff members. MCPS reserves the right to add prequalified Contractor(s) throughout the contract term to serve the specific needs of an individual student, as determined by MCPS at its sole discretion, provided that the additional Contractor prequalifies under the same terms and conditions as set forth in this request for proposal (RFP).

2.0 INTRODUCTION

MCPS is the 14th largest school system in the United States, and the largest in the state of Maryland. MCPS has 25 high schools, 40 middle schools and 134 elementary schools, in addition to a career and technical center, five special schools and a program for alternative studies. During the 2018–2019 school year, MCPS served more than 162,680 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2019 Operating Budget of approximately \$2.52 billion, MCPS employs more than 23,800 employees. Among the 206 schools that MCPS operates, 39 are National Blue-Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post's* 2015 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent

of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2018 are as follows:

White: 28.3%

Hispanic/Latino: 32.3%

Black or African American: 21.4%

Asian: 14.4%

Two or more races: $\leq 5.0\%$

American Indian or Alaskan Native: $\leq 5.0\%$

Native Hawaiian or other Pacific Islander: $\leq 5.0\%$

Students receiving Free and Reduced-price Meals System (FARMS): 35.1%

English for Speakers of Other Languages (ESOL): 17.5%

Students receiving special education services: 11.7%

3.0 SCOPE OF SERVICES

Students, ages 3 years through 21 years, who are enrolled with MCPS and have a documented need for a nonpublic setting on their IEP, are eligible for these services when a traditional placement option is not available.

The Contractor will ensure that all staff members working with the student pursuant to this Contract maintain all current applicable licenses and/or certifications in the State of Maryland. It is the sole responsibility of the Contractor to provide updated certificates/licenses throughout the term of this contract or when requested by MCPS staff members. Additionally, all staff members working with MCPS students will be required to complete mandatory Child Abuse/Neglect training and are subject to fingerprinting and a background check.

Services may include, but are not limited, to:

- Implementation of special education and related services required by the IEP
- Comprehensive educational programming with data collection and progress monitoring
- Provision of initial needs assessment or formal education assessment
- Behavior support and analysis
- Provision of community-based instruction opportunities
- In-home supports, including those that address self-care and self-advocacy
- Assistance with preparation before the school day and wrapping up the school day
- Support student with attendance and engagement of school online
- Provision of Cardiopulmonary resuscitation (CPR) and/or First Aid Training
- Medication administration
- Provision of transportation
- Documentation of supports, services, and data monitoring
- Work in collaboration with MCPS staff members on receiving consultative training on assistive technology, devices, and/or any equipment needs of students

The Contractor is responsible for developing a comprehensive plan of support for each student based upon need that includes express timelines, number of staff members to support, roles and

responsibilities of each staff member working with the student, and type of services. The Contractor's proposal may include any or all of the services listed above.

3.1 Mandatory Skills/Services:

When requested by MCPS, Contractors are required to provide designated trained staff to provide the following mandatory services/skills to enable students to make progress towards their IEP goals:

- The designated trained staff member is responsible for reviewing and having knowledge of all required components of the student's IEP.
- The designated trained staff member will be given access to the current MCPS curriculum and Maryland State Department of Education common core standards and will be expected to review and utilize such for planning, grading and reporting, and implementation of the IEP.

3.2 Staffing:

- The Contractor shall submit staffing models for the use of special education teachers; general education teachers; paraprofessionals; related services providers (speech and language pathologists, occupational therapists, physical therapists, and counselors); bus drivers, bus aides or other transportation specialists; and psychologists, psychiatrists, licensed clinical social workers, board certified behavior analysts (BCBAs), or other behavioral/emotional support staff.
- Each staff member working with an MCPS student must have good oral and written communication skills.
- MCPS has the right to reject any staff member offered by the Contractor or to request replacement of any person determined to be unacceptable.
- No MCPS full- or part-time staff member may be employed in the performance of this Contract.

3.3 Contractor Responsibilities:

- The Contractor is responsible for collecting all data regarding progress monitoring for IEP goals (including related services when applicable) and writing quarterly IEP progress notes, including Extended School Year (ESY), when applicable. The Contractor is expected to submit the draft progress notes at least 10-business days prior to the date that they are due to the parent/guardian.
- The Contractor is responsible for grading and reporting including maintaining student work samples. The Contractor is expected to submit all grades to the MCPS Project Contact at least 10-business days prior to the date that they are due to the parent/guardian.
- The Contractor must report changes in staff members to the MCPS Project Contact two weeks prior to departure from service.
- The Contractor shall provide the MCPS Project Contact with copies of licenses or certifications of all staff members working with the MCPS student prior to their beginning service with MCPS and undergo the fingerprinting and background check process successfully.
- The Contractor must have flexibility for adding and withdrawing students to or from contracted agency service within a two-week period.

- The Contractor must investigate any concerns regarding the fitness, competency or quality of services provided by the staff member working with the MCPS student within five-business days of notification by MCPS and provide MCPS with the outcome of such investigation no later than 10-business days after the notification.

3.4 Place of Performance:

Services may be provided at the student's home which can be during regular school hours, before or after school hours, or overnight hours. Services also may be provided at another designated location such as a public library, an arrangement at an MCPS school or facility, or another designated location agreed upon by MCPS and the parents/guardians. If the student requires transportation services, the staff member working with the MCPS student will accompany them from the time that the student gets on to the bus, or other designated mode of transportation, until the student gets off the bus, or other designated mode of transportation, at the end of the activity or program.

3.5 Calendar:

Contracted staff members will observe the MCPS calendar. Staff members will not report hours for days when MCPS schools are closed due to scheduled holidays, no-school days, or for emergency closures, unless expressly given permission by MCPS to do so. Staff members will report for any virtual instructional days even if MCPS schools are closed. The MCPS school calendar will be provided when the contract is awarded. Emergency closures are announced on local television and radio stations and on the MCPS website. Services may be required during the summer ESY or other MCPS summer programs, depending on the requirements of the student's IEP.

3.6 Special Circumstances:

3.6.1. Supplemental Services:

No additional or supplemental services outside of the student's IEP is authorized by the contracted agency unless specifically stated in the request for student services provided by MCPS.

3.6.2. Workday:

MCPS will provide the contracting agency with the work hours and work location upon making a request for student services. In the event that the services cannot be provided by the assigned staff member(s), the Contractor will assign a trained licensed/certified substitute to provide the services to the student. Notification of the use of a temporary substitute should be given to MCPS at least 24 hours prior to the date of service.

3.6.3 Transportation Mileage:

This MCPS contract shall not allow for travel expenses unless expressly authorized in writing by the MCPS Project Contact. Time and transportation to and from the service location are not billable. The Contract Award does not include reimbursement for mileage.

3.6.4. Billing:

Invoicing to MCPS shall be monthly or as otherwise agreed in writing by MCPS. Invoices shall include the hourly rate, student's name, date, and type of service provided. Invoices shall be sent to the MCPS OSE, Division of Business, Fiscal and Information Systems, 850 Hungerford Drive, Room 225, Rockville, Maryland 20850.

Within 30 days after receipt of each invoice and accepting the work, MCPS shall, except as provided in the Contract, pay for the work performed when approved by the MCPS Project Contact. A payment schedule will be jointly developed between MCPS and the Contractor, in accordance with Article 8 of the MCPS General Contract Articles. MCPS reserves the right to submit payment in the form of credit card, Single Use Account (SUA), or Automated Clearing House (ACH). The Contractor agrees that no additional charge, fee, or price will be assessed to MCPS for the use of these electronic payments.

3.7 MCPS Project Contact:

Ms. Joanne C. Hoffman, Supervisor
Central Placement Unit
Montgomery County Public Schools
850 Hungerford Drive, Room 216
Rockville, Maryland 20850
Telephone: 240-740-3830

4.0 CONTRACT TERM

The initial term of contract shall be for one year as stipulated on the RFP. However, the contract may not begin until one day after approval by the Montgomery County Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to three (3) additional terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful contractor(s) 90 days prior to the expiration of the original contract. The contractor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may make a recommendation to the Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued.

5.0 PRICING

This contract shall be a firm fixed hourly rate contract based on 3.0 Scope of Work and related subsections.

6.0 CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a Respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles.

7.0 REFERENCES

All Contractors shall include a list of a minimum of three references who use the Contractor's services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the Respondents' services. Include names of client, contact person, email address and phone number of all references. Also, as an attachment, Contracts shall include a list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short listed Contractors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Contractor.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____		
Email _____		
2. _____		
Email _____		
3. _____		
Email _____		

8.0 FORMAT OF RESPONSE

8.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.

8.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the contractors' point-by-point response to this RFP. If the contractor responds only "Understand and comply," it is assumed that the contractor complies with MCPS' understanding of the requirement.

8.3 MCPS shall not be responsible nor be liable for any costs incurred by the contractor in the preparation and submission of their proposals and pricing.

8.4 A pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

9.0 MANDATORY SUBMISSIONS

Each Contractor must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Contractors may request via e-mail to Mrs. Angela McIntosh Davis, Team Leader, MCPS Procurement Unit, at

angela_s_mcintosh-davis@mcpsmd.org a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies, as well as one (1) electronic version on flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on flash drive of the redacted response must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on December 16, 2020. Submit responses of the entire RFP proposal to:

**Montgomery County Public Schools
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, MD 20850**

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also may negotiate with the one Contractor who submits the best proposal or with two or more Contractors who are in the competitive range. Therefore, it is important that the Contractor's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the Contractor's proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the Contractor's qualifications and expertise. MCPS urges the Contractor to be specific and brief in their responses.

MCPS shall not be responsible or liable for any costs incurred by the contractor in the preparation and submission of their proposals and pricing.

Complete Response must include:

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Department of Materials Management.

- Point-by-point Response to each section of the RFP
- The Contractor must describe staff employment procedures and how supervision of staff and quality of service will be monitored required in 3.1 Mandatory Skills/Services, 3.2 Staffing and 3.3 Contractor Responsibilities.
- The Contractor must include complete resumes of qualifications and experience of all staff who will be assigned to this project.
- The Contractor must include copies of current licenses to practice nursing as a registered nurse or licensed practical nursing in the State of Maryland, for all staff who will be assigned to this project.
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 7.0 References.

- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding Respondent's financial condition).
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
- Current Form W-9
- A redacted copy of the Respondent's proposal as specified in Sections 10.0 and 11.0.

All of these written deliverables described above shall be submitted in electronic format (MS Word) with at least three (3) hard copies. Absent good cause, payment for the services provided by the External Consultant(s) shall be contingent upon meeting the mutually agreed-upon deadlines.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 12.0. However, the Board reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards for different components of the scope of services.

The selected provider(s) must have demonstrated experience (as defined in Section 3.0) in similar institutions (e.g., school districts, departments of education, etc.).

In determining the qualifications of a contractor, MCPS will consider the contractor's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the contractor's record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any contractor if the investigation discloses that the contractor, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the contractor to perform the work, and the contractor shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the contractor or investigation of such contractor fails to satisfy MCPS that such contractor is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services.

All Contractor's submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Contractors also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

MCPS reserves the right to add or delete contractors, as needed, should our requirements change during the contract term.

10.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the contractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that contractor marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: “Technical data contained in pages ___ of this proposal shall not be used or disclosed, except for evaluation purposes.”

Provided, that if a contract is awarded to this contractor as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 11.0.

11.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Contractors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the contractor in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a contractor, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the contractor to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words “**confidential**” or “**proprietary**.” The contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the contractor must agree to defend and hold MCPS harmless if any information is inadvertently released. Each contractor must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

12.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Contractors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 13.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified Contractor(s) prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All Contractors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, Contractors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further.

12.1 The determination of those that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:

12.1.1. Completeness of Response

12.1.2. Contractor's ability to provide described mandatory services and availability of staff.

12.1.3. Related past experience and qualifications

12.1.4. References

12.1.5. Contract's understanding of the scope of services as demonstrated by the response to the RFP.

12.1.6. Availability of contract professional staff.

A selection committee comprised of MCPS staff and potentially outside stakeholders will evaluate proposals based on these criteria.

13.0 SCHEDULE OF EVENTS

The anticipated schedule of activities related to this RFP is as follows:

RFP issued:	November 19, 2020
Questions Due:	November 30, 2020
Pre-Proposal Conference:	December 3, 2020
Proposals Due:	December 16, 2020
Anticipated award date:	January, 2020

All dates are subject to change at the discretion of MCPS.

14.0 PRE- PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference for prospective offerors will be held on December 3, 2020 from 1:00 p.m. to 2:00 p.m., via WebEx. Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by 4:00 p.m. on November 30, 2020, so

that responses can be prepared for distribution prior to the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective offerors the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

The following information is provided for contractors who wish to participate in the pre-submission conference:

Meeting link:

<https://mcps.webex.com/mcps/j.php?MTID=mb50f6488b782dbc9e4304237cdd68b4e>

Meeting number: 178 198 6067

Password: mEmp39DmhR4

Join by video system

Dial [1781986067@mcps.webex.com](tel:1781986067@mcps.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

1-650-479-3208 Call-in number (US/Canada)

Access code: 178 198 6067

15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the contractor's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Contractors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

16.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at www.emma.maryland.gov regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

17.0 MULTIAGENCY PARTICIPATION

MCPS 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 shall include

but not be limited to private schools, parochial schools, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award contractor(s) and this contract shall be binding only upon the **principal's signing** such an agreement. Invoices shall be submitted "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 Award contractor. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

18.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to angela_s_mcintosh-davis@mcpsmd.org. Questions are due 4:00 p.m. on November 30, 2020. Responses will be posted on the MCPS' Procurement website on December 2, 2020. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a Contractor in response to a request will be furnished to all Contractors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Contractors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Contractors' with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement.

19.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the contractor's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

20.0 BID PROTESTS

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations, as stated in the MCPS Procurement Manual. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the Contractor making the protest.

21.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Contractor will ensure that all awardees abide by the provisions of the MCPS General Contract Articles. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14, 16-18, 21-24, 26, and 28 of the MCPS General Contract Articles are non-negotiable.**

22.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Please type or print legibly in ink.

(See Next Page)

I. BIDDER INFORMATION:

As appropriate, check and/or complete one of the items below.

1. Legal name (as shown on your income tax return) _____
2. Business Name (if different from above) _____
3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Website _____

III. CONTRACTOR'S CERTIFICATION:

Upon notification of award, this document in its entirety is the awarded contractor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____