

**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
MARYLAND

www.montgomeryschoolsmd.org

301-279-3136

June 11, 2019



RFP Number: 1063.6  
Due Date: June 26, 2019  
Open Time: 2:00 p.m.

To: Prospective Respondents;

Montgomery County Public Schools (MCPS) is seeking proposals from establish providers of speech and language services to serve students with disabilities. The information contained in the attached Request for Proposal (RFP) provides requirements to fulfill this request.


A pre-proposal conference will be held on June 17, in the Pine Conference Room, 45 West Gude Drive, 3<sup>rd</sup> Floor, Rockville, Maryland 20850 from 10:00 a.m. to 11 a.m.

Please respond according to the instructions provided in the attached. Proposals must be received on or before 2:00 p.m., on June 26, 2019. Proposals received after this date and time will not be considered. Proposals shall be delivered in a sealed packaging with the RFP number, opening date and opening time indicated in the lower left corner of the package. Proposals shall be marked on cover pages with **“ORIGINAL”** or **“REDACTED”** and **“COPIES”**. Proposals shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one original, one redacted, and three separate copies of the proposal. The proposal 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 Board of Education offices, this bid will open at the same time on the next regular business day.

Sincerely,

  
for Eugenia S. Dawson, Acting Director  
Department of Materials Management

ESD:ea

Enclosure

**Procurement Unit**

45 West Gude Drive, Suite 3100 ♦ Rockville, Maryland 20850-9999

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

**Request for Proposal No. 1063.6,**  
**Speech-Language Services for Students with Disabilities**

**1.0 INTENT**

The purpose of the Request for Proposal (RFP) is to solicit one or more established providers of speech and language services to serve the Montgomery County Public Schools (MCPS) students with disabilities.

Speech-Language services are provided to students in MCPS both as a primary service and a related service as mandated by the Individuals with Disabilities Act (IDEA) and Code of Maryland Regulations (COMAR). Students are served with identified needs in articulation, language, voice, and fluency that impact their education.

At this time there is a need for speech-language services beyond that which can be met by MCPS speech pathologists and this may continue periodically in the future.

**2.0 INTRODUCTION**

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2017–2018 school year, MCPS serve more than 161,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2018 Operating Budget of approximately \$2.52 billion, MCPS employs more than 23,000 employees. Among the 205 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 2017 are as follows:

White: 28.3%  
Hispanic/Latino: 32.3%  
Black or African American: 21.4%  
Asian: 14.4%  
Two or more races: ≤ 5.0%  
American Indian or Alaskan Native: ≤5.0%  
Native Hawaiian or other Pacific Islander: ≤5.0%  
Students receiving Free and Reduced-price Meals System (FARMS): 35.1%  
Students ever receiving FARMS: 35.1%  
English for Speakers of Other Languages (ESOL): 17.5%  
Students receiving special education services: 11.7%

### 3.0 SCOPE OF SERVICES

The purpose of this contract is to provide speech and language services to MCPS students. Services will be required one to five days per week at one or more Montgomery County Public Schools. Seven hours of service will be provided per day, including direct, individual and/or group therapy and assessment time as well as consultation, meetings, documentation and report writing. On an as needed basis, with prior written approval from the supervisor of Speech and Language Services, the speech pathologist may work up to eight hours on the specific day(s) request to complete mandated tasks. Students will be assigned to speech pathologists under this contract on an as needed basis as determined by MCPS. MCPS will not be obligated to assign an specific number of student to the Contractor.

#### 3.1 Mandatory Services

The following services are considered mandatory and are described in the Speech and Language Services handbook.

- 3.1.1 Screening and assessment of students with suspected speech/language disabilities.
- 3.1.2 Development and implementation of students' Individualized Education Plan (IEP)
- 3.1.3 Communication with educational teams and parents regarding progress and appropriate additional activities.
- 3.1.4 Participation in special education decision-making process by attendance at IEP meetings.
- 3.1.5 Maintenance of lesson plans, logs and progress notes as required by MCPS Speech and Language Services.
- 3.1.6 Attendance at periodic training sessions to assure compliance with federal, state, and MCPS procedures.

#### 3.2 Staffing

- 3.2.1 Speech pathologists must be fully licensed by the State of Maryland. Any exceptions must be reviewed in advance and approved in writing by the supervisor of Speech and Language Services.
- 3.2.2 It is desirable, but not mandatory, that staff be familiar with school-related assessment and intervention procedures. It is required the available on-line training *Maryland On-Line IEP*, must be completed prior to the first day of service at no cost to MCPS.
- 3.2.3 MCPS has the right to reject any staff offered by the contractor or to request replacement of any person determined to be unacceptable.
- 3.2.4 Security: The contractor shall not allow any person to provide services who is not in a condition of mental and emotional stability, physically fit, and qualified to perform such services. All persons providing services shall undergo a full criminal background check and finger printing process before services can be provided.
- 3.2.5 No MCPS Staff, whether full or part-time, may be employed in the performance of this contract.

#### 3.3 Contractor Responsibility

- 3.3.1 The Contractor must report changes in staff to the MCPS project manager two weeks prior to departure from service.

- 3.3.2 The Contractor shall provide the MCPS project manager with copies of Maryland licensure for speech-language pathology for all staff prior to the beginning of services.

### 3.4 Place of Performance

Services will be provided at identified school locations as designated by the MCPS Project Manager.

### 3.5 Calendar

Contracted staff will observe the MCPS calendar. Staff may report hours for “professional days” and “early release days” after students have been dismissed. Staff will not report hours for days when MCPS schools are closed due to scheduled holidays, no-school days, or for emergency closings including delayed opening and early closing due to weather. The MCPS school calendar can be found at <https://www.montgomeryschoolsmd.org/calendar/> and a hard-copy will be provided when the contract is awarded. Emergency closings are announced on local television and radio stations, and on the MCPS website.

### 3.6 Special Considerations

#### 3.6.1 Supplemental Services

No additional or supplemental service outside of the prescribed time shall be provided to the student by the contracted agency.

#### 3.6.2 Duties

Speech pathologists will only be required to perform duties and attend meetings that are directly related to students with speech-language disabilities or those who are suspected of having disabilities.

#### 3.6.3 Workday

The workday will consist of seven (7) hours. MCPS will provide the contracted agency with the work hours and location upon making a request for services. MCPS should be given at least 24 hours’ notice if any services cannot be provided as prescribed.

#### 3.6.4 Transportation/Mileage reimbursement

This MCPS contract shall not allow for travel expenses. Time and transportation to and from the service location are not billable. The contract award does not include reimbursement for mileage.

#### 3.6.5 Billing

Invoices shall be sent to the MCPS Project Contact on a monthly basis or as otherwise agreed in writing by MCPS. Invoices shall include hourly rate, school name, date, type of service provided, student’s name, and name of the speech pathologist who provided the services.

Within thirty (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 payment methods.

#### 3.6.6 Tests and Materials

Any tests or materials used with students will be provided by or preapproved by MCPS. The Contractor may not use any tests or materials without prior approval from MCPS.

### 3.7 MCPS Project Contact:

The MCPS Project Contacts for this proposed procurement are:

Ms. Pamela DeFosse, Supervisor  
 Speech & Language Services  
 Spring Mill Center  
 11721 Kemp Mill Road  
 Silver Spring, Maryland 20902  
 (301)-649-8085

## 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 &amp; 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 any 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 Emily Anderson, CPPB, Contract Administrator, MCPS Procurement Unit, at [Emily\\_E\\_Anderson@mcpsmd.org](mailto:Emily_E_Anderson@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 CD or flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on CD or 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 June 26, 2019. 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 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 provide copies of current licenses for speech pathologist that 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.

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

12.1.5. Availability of contract professional staff.

12.1.6. References

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:

<b>RFP issued:</b>	<b>June 11, 2019</b>
<b>Questions Due:</b>	<b>June 13, 2019</b>
<b>Pre-Proposal Conference:</b>	<b>June 17, 2019</b>
<b>Proposals Due:</b>	<b>June 26, 2019 @ 2pm</b>
<b>Anticipated award date:</b>	<b>July 29, 2019</b>

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

### 14.0 PRE- PROPOSAL CONFERENCE

**A Pre-Proposal Conference for prospective contractors will be held on June 17, 2019 from 10:00 a.m. to 11:00 a.m, 45 W Gude Drive, Pine Conference Room, 3<sup>rd</sup> floor, Rockville, Maryland 20850.** Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by 4:00 p.m. on June 13, 2019, so that responses can be prepared for distribution at the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective firms 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.

Firms shall provide the names of the persons who will attend the pre-bid conference. Please send no more than two representatives. Send the names to Emily Anderson, CPPB, contract administrator, fax number 301-279-3173, or e-mail [Emily\\_E\\_Anderson@mcpsmd.org](mailto:Emily_E_Anderson@mcpsmd.org) no later than June 13, 2019.

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

<p><b>1. You must use a touch-tone phone to participate in an Instant Meeting conference.</b></p> <p><b>2. Dial the appropriate access number.</b></p> <p><b>Participants: Enter your numeric participant passcode followed by a # sign.</b></p>
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<b>Toll Free :</b>	<b>USA 877-973-0884</b>
<b>Participant Passcode:</b>	<b>6489354</b>

#### 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" <http://coldfusion.mcps.k12.md.us/cfms/webteam/calendar/calendar.cfm?calendarID=mcpsbids> 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

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

#### 17.0 Multi-Agency 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 Emily Anderson, CPPB, contract administrator, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to [Emily\\_E\\_Anderson@mcpsmd.org](mailto:Emily_E_Anderson@mcpsmd.org). Questions are due 4:00 p.m. on June 13, 2019. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on June 17, 2019 prior to the pre-proposal conference. 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/](http://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 private duty nurses 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 \_\_\_\_\_