

October 24, 2022

RFP Number: 1080.5
Due Date: November 30, 2022
Open Time: 2:00 p.m.

To: Prospective Respondents:

The Board of Education of the Montgomery County Public Schools (MCPS) is requesting proposals from qualified contractors to perform annual audits of its financial statements.

A pre-proposal conference will be held on Friday, November 18, 2022 at 10:00 a.m. via Zoom. The Zoom link details are in the RFP document. Questions regarding the RFP must be submitted by Wednesday, November 2, 2022.

Proposals must be received on or before 2:00 p.m., on November 30, 2022. Proposals received after this date and time will not be considered. Proposals must 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. Proposals must be marked on cover pages of each with **“ORIGINAL”**, **“COPIES”** and **“REDACTED”**. Proposals are to be delivered to Montgomery County Public Schools, (MCPS) Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850

The provider must submit one (1) original, three (3) copies, one (1) electronic version on a USB flash drive one (1) redacted copy. **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 Board of Education offices, this bid will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Director
Division of Procurement

AMD
Enclosure

Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, MD 20850-1747

Request for Proposal #1080.5
Annual Auditing Services

1.0. INTENT

The Board of Education of the Montgomery County Public Schools (MCPS) is requesting proposals from qualified contractors to perform annual audits of its financial statements.

The contract will be effective March 2023, for fiscal years 2023 through 2028. The MCPS fiscal year begins July 1 and ends June 30. It is expected that all work associated with the fiscal year 2028 annual audit will be included.

The contract price will be established on a firm fixed-price basis for the initial two-year term and may be renegotiated at two-year intervals thereafter.

Nothing in this Request For Proposals (RFP) should be construed as precluding any qualified contractor from submitting a proposal, including contractors who have performed auditing, accounting systems, or consulting work for MCPS in the past, or are proposing to perform such work in the future. MCPS most recent contract for annual audits covered a period of six (6) years and was performed by CliftonLarsonAllen, LLP. CliftonLarsonAllen, LLP has been invited to bid. The Board of Education, however, reserves the right to award the bid to any successful bidder or to change auditors.

2.0 INTRODUCTION

Montgomery County Public Schools is the largest public school system in the State of Maryland with more than 160,000 students in 209 schools. The annual operating and capital improvement budgets for fiscal year 2023 are approximately \$2.9 billion and \$551.0 million, respectively.

The Montgomery County Board of Education, acting through the superintendent of schools and the Board Office intends through this request to obtain the services of a nationally recognized certified public accounting firm, hereinafter referred to as the "offeror", to perform annual audits of the financial statements of the Board of Education of Montgomery County, Maryland, doing business as Montgomery County Public Schools, hereinafter referred to as "MCPS". The proposed contract period is six years, beginning with fiscal year 2023 and ending with fiscal year 2028. A fiscal year begins on July 1, and ends the following June 30.

The major components of the annual audit are:

- a) Examination of the financial statements of MCPS and expression of opinion thereon in accordance with AICPA standards.
- b) Examination of Federal programs in accordance with the Compliance Supplement (Supplement) based on the requirements of the Single Audit Act of 1984, the 1996 Amendments, and 2 Code of Federal Regulations (CFR) part 200, subpart F, including preparation of all reports required by the

Supplement and coordination, as necessary, with MCPS cognizant oversight agency (currently the Maryland State Department of Education).

- c) Examination of the financial statements of the MCPS Educational Foundation, Inc., and expression of opinion thereon.

MCPS will provide normal administrative support and assistance to the contractor.

MCPS may require consulting services during the course of the contract period, over and above those normally expected in connection with the annual audits, and will expect the contractor to provide such services at hourly rates consistent with those charged for the above examinations. These services include electronic data processing audits, special internal control studies, comfort or consent letters, and other accounting services. These professional services shall be delivered only upon specific amendment of the contract by the Contract Administrator of this contract. MCPS will establish a separate contingency reserve to allow for the possible need for consulting services.

3.0 QUALIFICATIONS

Mandatory Minimum Qualifications

In order to be considered the following qualifications must be met:

- a.) The CPA firm and the partner-in-charge must be properly licensed to practice in the State of Maryland.
- b.) The CPA firm and audit team members must be independent in accordance with:
 - a. Government Auditing Standards, issued by the Comptroller General of the United States, and;
 - b. AICPA Standards, including the Code of Professional Conduct, 1.200.001, Independence Rule, and 1.224.020, Entities Included in State and Local Government Financial Statements.
- c.) Auditors engaged in the audit must meet the continuing education requirements of the Government Auditing Standards.
- d.) The Firm's most recent peer review, or quality review report, must be unqualified.

4.0 SCOPE OF SERVICES

Audits shall be performed in accordance with the generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants (AICPA), the AICPA Audit and Accounting Guide - State and Local Governments, and all federal and state audit regulations that pertain to MCPS, including but not limited to (1) Maryland State Board of Education Standards and Regulations for Audits of Local Boards of Education, (2) The Maryland Public School Laws, (3) Federal Office of Management and Budget (OMB) Compliance Supplement, and (4) the Government Finance Officers Association (GFOA) "Blue Book," Governmental Accounting, Auditing and Financial Reporting (GAAFR). Additionally, the report presentation should conform to requirements necessary to obtain the

Association of School Business Officials International (ASBO) and Government Finance Officers Association (GFOA) Certificate of Excellence in Financial Reporting.

5.0 INSTRUCTIONS

5.1 Timing of Audit

All audit work required to express an opinion on MCPS financial statements must be completed by September 25 following the fiscal year end in order that MCPS may deliver its audited financial statements to the Maryland State Department of Education by September 30. This timing is essential in order for MCPS to meet the requirements of Maryland state law.

To meet the foregoing timing requirements, the contractor should plan to perform such interim work as necessary before the fiscal year end. MCPS will make every reasonable effort to complete its year-end closing and to prepare and deliver draft financial statements to the contractor in a timely fashion. The contractor should not plan to perform any extensive audit work in MCPS Division of Controller during the month of July closing process.

5.2. Coordination of Audit Work

Proper coordination of audit work and reporting will require an understanding of the roles and responsibilities of the various levels of authority within MCPS. In this connection, the Board of Education is the contracting party and all audit reports and other official communications regarding the audit engagement should be directed by the contractor to the Board.

The Board of Education Office has been designated by the Board and the superintendent of schools as principal coordinator for the annual audits, and all reports and other communications with the Board regarding the audit engagement should be routed through the Board Office.

The Board of Education has a three member fiscal management committee which may, from time to time, wish to meet with the contractor for a briefing on audit plans, results, and findings. The contractor will be expected to accommodate any such requests made by either the Board as a whole or the fiscal management committee. In the past, such requests have been made only once or twice a year.

Primary responsibility for preparation of the financial statements of MCPS is vested with the Associate Superintendent of Finance and Director, Division of Financial Services. Both before and during the time of audit, the contractor will be expected to deal with these officials as necessary for administrative support, including arranging for logistics, preparation of detailed transaction listings, assembly of documentation, etc.

Before commencing the annual audit or during the audit period as appropriate, the contractor should plan to meet with the Board Office to arrange for office space and to reach agreement on such matters as (1) basis for progress payments, (2) any proposed changes in delivery dates

for audit results, (3) arrangements for briefings of the Board, fiscal management committee, or other MCPS officials on audit progress and results, and (4) coordination of internal audit and contract audit work.

5.3. Delivery of Audit Results

Delivery dates following the end of the fiscal year under audit will be required for the major audit segments as follows:

- a. September 25 - Opinion on the financial statements comprising the Comprehensive Annual Financial Report, Report on Internal Control, and Management Letter
- b. October 15 - Draft reports and opinions required by Federal OMB Compliance Supplement
- c. October 30 - Final reports and opinions required by Federal OMB Compliance Supplement

Deliveries of all documents relating to audit results will be made in Portable Document Format (PDF) for the following items:

Item

- a. Opinion on financial statements
- b. Report on Internal Control
- c. Draft reports and opinion per OMB Compliance Supplement
- d. Final reports and opinions, per OMB Compliance Supplement
- e. Management letter

5.4. MCPS Accounting Policies

A summary of significant accounting policies of MCPS is presented in the MCPS Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2021. These policies are in effect as of the RFP date and are presented on pages 46 through 55 of the Report. This information is available at the web address below:

<http://www.montgomeryschoolsmd.org/departments/accounting/financial-reports.aspx>

5.5. MCPS Accounting System

MCPS current Business Hub, apart from Independent Activity Funds which will be discussed separately below, is an integrated, cloud-based software for tracking and managing MCPS financial business functions within one centralized system. The major modules (appropriations/general ledger, accounts payable, accounts receivable, cash management, capital projects management, grants management, order management, inventory management, fixed assets, purchasing, and food services accounting) are all developed using Oracle cloud-based processing software. Each transaction in the Hub is date stamped, time

stamped, and operator/program stamped. There are a number of on-line retrieval capabilities and reports.

5.6. Independent Activity Funds

Each of MCPS 208 individual schools and supplementary centers maintains a web-based accounting software, School Funds Online, for its student-owned Independent Activity Funds (IAF). Internal audit staff have the capability to review any school's IAF accounting transactions remotely in real time. An annual financial report is prepared by each school and is forwarded to the internal audit staff for consolidation and inclusion into the overall MCPS financial report.

5.7. MCPS Financial Statements

The financial statements which comprise the ACFR of MCPS for the fiscal year ended June 30, 2021, are available at the web address <http://www.montgomeryschoolsmd.org/departments/accounting/financial-reports.aspx>

It should be noted that the MCPS ACFR includes extensive statistical information on which the contractor is not required to express an opinion. The contractor will be expected, however, to provide consultative advice and assistance with regard to formatting the complete ACFR report.

5.8. Accounts Maintenance and ERP Usage

The Office of Finance and Operations consists of the Chief of Finance and Operations, the Associate Superintendent of Finance, and ten component departments: Budget, Division of Controller, Employee and Retiree Service Center, Financial Services, Investments, School and Financial Operations, Appeals/Transfers, Facilities Management, Materials Management, and Transportation. The Chief of Finance and Operations reports to the superintendent.

MCPS Division of Controller maintains control for over 24,600 accounts, in which over 1 million data transactions are classified annually. Other examples of the annual volume of work include approximately: 23,000 accounts receivable invoices, 17,000 cash receipts, 62,000 vendor payments, and 2,500 bank statement reconciliations.

Accounting-type functions of significant size are also carried out in the MCPS units involved with transportation, procurement, supply management, capital programs, food services, maintenance, and the schools for their Independent Activity Funds. Additionally, any unit involved with one or more of the approximately 151 restricted program grants involving \$156 million in expenditures will have some accounting functions to perform. The Division of Controller and Division of Financial Services must interact with each of these units. Federal grants expenditures totaled about \$166 million in FY 2021.

The Division of Controller and Division of Financial Services must also interact directly with the Budget Unit, Office of Strategic Initiatives, the Office of Technology and Innovation, and the Employee and Retiree Service Center in order to accomplish its accounting mission.

State law mandates that the superintendent of schools serve as treasurer of the Board of Education and the school system. Under the superintendent, line management responsibilities for budgeting and for authorizing and controlling expenditures in the separate MCPS accounts rests with five Primary Account Managers – Chief of Teaching, Learning, and Schools/Chief of Strategic Initiatives/Chief of Districtwide Supports/Chief of Finance and Operations/Chief of Human Resources and Development and the related Associate Superintendents, -- and with a larger number of Secondary Account Managers, primarily program and department directors.

State law also mandates that all school system funds must be appropriated by the County Council. Montgomery County policies provide for the distribution of the appropriated funds to the school system on an as-needed basis, with cash flow determined daily. The county government retains the rights to invest all county revenue until required by the separate agencies. MCPS may, however, invest funds for which it serves as the trustee (e.g., the MCPS employee retirement fund and employee benefit trust funds) or which it received directly (e.g., school lunch cafeteria revenue).

MCPS utilizes the Oracle Cloud Software-as-a-Service (SaaS) architecture for the Enterprise Resource Planning (ERP) application and for the Oracle Planning and Budgeting Cloud Services (EPBCS).

5.9. Contract Term

The initial term of contract shall be for two (2) years, starting March 8, 2023 through March 7, 2025. However, the contract may not begin until one day after approval by the 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 two additional 2-year terms. The final extension shall end with the FY 2028 audit which ends approximately September 30, 2028. Written notice indicating MCPS' intention to pursue the extensions of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten days from the date of the 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 of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

5.10 Determination of Contract Price

The contract price will be renegotiated with the contractor at two-year intervals after the initial two-year contract period. The offeror's price proposal for purposes of this RFP, therefore, should be for the fiscal years 2023 and 2024, only. In the event MCPS and the contractor cannot agree on a contract price for either of the succeeding two-year periods, the contract will be terminated without cost to MCPS and opened to competition.

Agreement on contract price for these succeeding periods must be reached by January 10 of the calendar year following the completion of the second and fourth years' audits in order that

MCPS may have sufficient time to select another certified public accounting firm if necessary.

MCPS reserves the right to refuse all offers, or to negotiate with the offeror submitting the best proposal. Renewal of the contract negotiated as a consequence of this RFP will be open to competition, beginning with the fiscal year 2029 audit.

The offeror should indicate clearly and separately in the business section of its proposal any public service discount or other consideration to be accorded MCPS for each component of the audit.

5.11 Key Personnel

The offeror shall name the key senior personnel who shall manage and be assigned to perform the field work. At a minimum, a partner shall manage the contract, and a senior level auditor be on site in charge of the field work. Both the partner and senior level auditor must have had experience in (1) auditing a major public school system, (2) carrying out all audit work, coordinating, and preparing all related reports required by Federal OMB Compliance Supplement, (3) performing audits in an ERP environment comparable to MCPS, as described in this RFP, and (4) applying the guidelines stipulated in the various statements of the Government Accounting Standards Board.

The offeror need not commit itself to specific personnel beyond the initial two-year contract period. Continuation of the contract beyond the initial two-year period, however, is conditional on MCPS approval of the partner and key senior personnel who will be required to have experience as indicated above.

Any changes of partner or key personnel during the contract period must be agreed to in advance by MCPS.

5.12 Retention of Records and Working Papers

The contractor shall retain the records and working papers prepared to fulfill the terms of any contract awarded for three years following the end of the fiscal year audited. These records and working papers shall be made available for inspection and copying by MCPS personnel, consistent with applicable professional standards, at MCPS expense, during normal working hours at the contractor's office nearest Montgomery County, Maryland.

5.13 Contents of the Proposal

Offerors who do not follow the prescribed format may be deemed non-responsive, at the election of MCPS. Adherence to the proposal format by all offerors will ensure an evaluation which can match each response to the needs of MCPS. The letter transmitting the proposal must be signed by an officer authorized to bind the offeror as required by this RFP. The specific instructions for this technical section follow:

Chapter 1: Introduction

The introduction should demonstrate the offeror's overall qualifications to fulfill the requirements of this RFP, including experience in auditing a major public school system; auditing in a heavily computerized accounting environment; and experience and familiarity with Federal OMB Compliance Supplement audit and reporting requirements.

Chapter 2: Audit Approach

Offerors should describe the methodology to be used to audit MCPS accounts and records so as to be able to render a timely opinion on the financial statements and the Federal funds received by MCPS.

Chapter 3: Qualifications of the Organization

This chapter should amplify the general information presented in the introduction to a) establish the credentials and experience of the firm to undertake this type of audit effort, with special reference to audit work performed in connection with OMB Compliance Supplement, b) identify resources which will be available to the assigned personnel to supplement their own knowledge and experience, and c) list any other organizational personnel or consultants who would be available to the audit team. Firms having multiple offices should emphasize the experience of the specific office(s) which will be assigned to the MCPS contract.

Chapter 4: Qualifications and Estimated Time of Assigned Personnel

This chapter should provide the professional credentials and experience of the partners and each senior person proposed for this contract during at least the initial two-year period. It is especially important that information be provided which demonstrates experience with conducting similar audits. Although standard personnel resumes may be included as attachments to the proposal, application specific to this RFP is requested in this chapter, and the absence of such contract specific information will be considered as non-responsive.

This chapter should also present the offeror's proposed usage of assigned personnel for each component of the annual audit in the following format:

- A. Examination of financial statements
Title of Assigned staff Estimated hours
- B. Examination of Federal programs
Title of Assigned staff Estimated hours
- C. Other (Specify)

Title of Assigned staff Estimated hours

Note: Offeror is not requested to provide information under this caption unless there is additional work being proposed that cannot be properly included under the above captions. If this caption is used, a full explanation should be provided of the nature of the work it covers.

Chapter 5: References

The offeror should provide at least three references which MCPS may contact regarding similar audit work performed. Names, titles, addresses, email addresses and telephone numbers should be included for each reference. At least one of these references should include an audit on which the key personnel designated in the bid to MCPS for this audit have served. This chapter should also cite any work performed for MCPS or any of its sub-units over the past five years by the offeror's organization, its sub-contractors, and/or the assigned personnel. However, previous MCPS work is not considered a "reference" in place of three requested above.

6.0 EVALUATION CRITERIA

Of paramount importance in making a selection among the offerors are a) the experience which the organization's staff possesses regarding auditing major school systems, b) experience in fulfilling the audit requirements of Federal OMB Compliance Supplement, and c) auditing in a heavily computerized accounting environment.

In evaluating the proposals, the following factors will be considered with points awarded up to 100:

Factor

- A. Offeror's overall qualification to fulfill the requirements of this RFP as evidenced by the material submitted under Chapter 1
- B. Reasonableness of the Offeror's audit approach as evidenced by material submitted under Chapter 2
- C. Qualifications of the organization (Chapter 3)
- D. Qualifications and time estimates for assigned personnel (Chapter 4)

7.0 SELECTION OF VENDOR

The Board reserves the right to ask clarifying questions about submitted proposals. Firms may also ask questions that they may have related to this RFP prior to submitting their responses, see Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists. The Board may invite the finalists to make an oral presentation at a time and date to be announced. All respondents will receive written notification regarding the final selection.

8.0 FORMAT OF RESPONSE AND SUBMISSION GUIDELINES

Proposals shall be submitted in the same order as the RFP. Requirements for each section are indicated below, and proposals must contain all required information to be considered responsive. If an answer to a question requires ancillary documents (e.g., examples, reports, etc.), the attachment must reference back to the question in the RFP.

The following documents, listed separately on the MCPS Open Solicitation webpage and eMaryland Marketplace Advantage must be returned completed with your submission:

1. Attachment A – Equal Opportunity Certification
2. Attachment B – Certification of Non-Segregated Facilities
3. Attachment C – Minority Business Enterprise
4. Attachment D – Non-Debarment Acknowledgement
5. MAPT Rider Clause Acknowledgement

Bidders may contact Angela McIntosh-Davis to receive the RFP document in word format to help them in preparing their response, Angela_S_McIntosh-Davis@mcpsmd.org. **Responses to this RFP are due on or before 2:00 p.m. on November 30, 2022, at the address below. One (1) original, three (3) separate copies, one (1) electronic version on a USB flash drive and one (1) redacted copy should be sent by mail, courier or hand delivered to:**

Montgomery County Public Schools
Procurement Unit
45 W. Gude Drive, Suite 3100
Rockville, MD 20850

The redacted copy shall specifically identify confidential business information or technical data which the bidder or his subcontractor 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 if a contract is awarded to this bidder 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.

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 may also negotiate with the one respondent who submits the best proposal or with two or more respondents who are in the competitive range. Therefore, it is important that your 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 your proposal will become a part of the official file on this matter without obligation to MCPS.

Your response must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow your qualifications and expertise. We urge you to be specific and brief in your responses.

Respondents must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and respondent during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If respondent answers only "Understand and comply" it is assumed that the respondent complies with MCPS' understanding of the requirement.

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

9.0 PROJECT OFFICER

The MCPS project officer for this proposed procurement is:

Montgomery County Public Schools
Attn: Mary J Bergstresser, Supervisor Internal Audit Unit

Carver Educational Services Center
850 Hungerford Drive, Suite 31C
Rockville, MD 20850

Phone: 240-740-5686

All prospective firms are cautioned that information relating to the proposed procurement may be obtained only from Mrs. Angela McIntosh-Davis, Procurement Unit. Once the contract is awarded Mrs. Bergstresser will be your point of contact.

Any attempt to solicit information from other sources within the MCPS system may cause for rejection of the firm's proposal.

10.0 SCHEDULE OF EVENTS

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

Issue Solicitation	October 24, 2022
Questions due	November 2, 2022
Prebid Conference	November 18, 2022, 10:00 a.m.
RFP due date	November 30, 2022 at 2 p.m.
Interviews, if needed	December 2022
Board Approval	February 7, 2023

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

11.0 VIRTUAL PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference for prospective firms will be held on November 18, 2022 at 10:00 a.m. via Zoom. Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by the close of business November 2, 2022. 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 Tammy Lyles at tammy_m_jarman@mcpsmd.org no later than Wednesday, November 16, 2022.

Join Zoom Meeting

<https://mcpsmd.zoom.us/j/87002898132?pwd=TjBmcTVtWnVSejU3MzM4T2FQODdQZz09>

Meeting ID: 870 0289 8132

Passcode: 684129

12.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website, under "Event Calendar" or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive. MCPS website is <http://www.montgomeryschoolsmd.org/departments/procurement/>

13.0 EMARYLAND MARKETPLACE ADVANTAGE

As of June 1, 2008 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 <https://procurement.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

14.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing, to Angela McIntosh-Davis, Director, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850. Questions are due by close of business Wednesday, November 2, 2022. Responses will be posted on eMMA and the MCPS Division of Procurement website. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Division of Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

15.0 CONTRACTOR OBLIGATION

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:

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" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) 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 Maryland, including: (1) abduction; (2) arson

in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

II. Required criminal background check process for certain individuals in the contractor's workforce:

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding

offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Systemwide Safety and Emergency Management, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 240-740-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

16.0 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, other non-public schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required 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 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 Bidder(s) and this contract shall be binding only upon the principals 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 Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

17.0 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 bidder's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

18.0 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.**

See next page

NOTICE TO BIDDERS

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

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. Email Address _____
- 6. Website _____

III. NON-DEBARMENT ACKNOWLEDGEMENT:

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

IV. **VENDOR'S CERTIFICATION:** 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. I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____