

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

March 28, 2014

ERRATUM/ADDENDUM #2

RFP #1091.5, Services for Infants & Toddlers with Developmental Delays

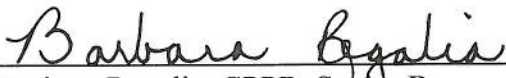
Please note the following changes to above-mentioned RFP.

Discard the original Table of Contents and Part A in its entirety, replace with:

Table of Contents **REVISED** 3/28/2014

Part A **REVISED** 3/28/14

All other terms and conditions remain the same.


Barbara Regalia, CPPB, Senior Buyer
Division of Procurement

BR

Please indicate your acceptance of this notice by signing below and return with your bid or under separate cover.

Accepted: _____
Name and Title

Name of Company: _____

MONTGOMERY COUNTY PUBLIC SCHOOLS
RFP #1091.5, Services for Infants and Toddlers
with Developmental Delays
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Mid-Atlantic Purchasing Team Rider Clause

PART B

General Instructions and Business Section

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

REVISED 3/28/14

**Request for Proposal No. 1091.5, Services for Infants and Toddlers
With Developmental Delays**

PART A

1.0 INTENT

Montgomery County Public Schools (MCPS), Department of Special Education (DSE) in conjunction with Montgomery County Infants and Toddlers Program (MCITP), and Montgomery County Department of Health and Human Services (DHHS), requests proposals from qualified Contractors to provide services to infants and toddlers with developmental delays and their families.

2.0 BACKGROUND

Special services are provided to infants and toddlers who have been found eligible for early intervention services through the Montgomery County Infants and Toddlers Program (MCITP) as mandated by the Individuals with Disabilities Education Act (IDEA,) Maryland State Department of Education (MSDE), and Code of Maryland Regulations (COMAR). Children receiving services in the program may range in age from birth to five. Children who have a 25% delay in one or more developmental domains, diagnosed condition with a high probability of developmental delay, or atypical development and their families will be served.

At this time, this is a need for these services beyond that which can be met by MCPS or MCITP staff; this may continue in the future.

3.0 SCOPE OF WORK

The purpose of this Request for Proposal is to contract for service for children being considered for MCITP initial eligibility and those children who have been found eligible. Services will be needed from one time per month to several times a week and will be delivered primarily in the child's natural environment which includes the home, child care, preschool, or community settings. Contractor services will include family centered intervention (individual intervention or group), evaluation services, consultation, attendance at meetings, report writing, and record keeping.

Services may be provided by one or more of the following as determined by identified child and family outcomes:

- Speech and Language Pathologists
- Special Educators
- Occupational Therapists
- Physical Therapists
- Social Workers
- Nutritionists

Children's families will be assigned to contract staff on an as needed basis as determined by MCITP/MCPS. The **amount of service** will be determined by child's service **team** and/or **site** MCITP Program Coordinator. MCITP/MCPS will not be obliged to assign any specific number of families to any one Contractor.

Assignment of contracted services can be made on a per case basis, as determined by the MCITP/MCPS Program Coordinator.

MCPS reserves the right to add additional Contractors as needs arise during the contract term.

4.0 MANDATORY SERVICES

The following services are mandatory.

- 4.1 Provide eligibility evaluation and assessment under the Part C and Part B of the Individuals with Disabilities Education Act, using MCITP/MCPS formats.
- 4.2 Participate in development of the Individualized Family Service Plan (IFSP).
- 4.3 Communicate regularly with the MCITP service coordinator at least monthly, communicate with families in writing using the MCITP Family Visit Note each session and verbally at least monthly. Utilize the Family Visit Note to document progress toward IFSP outcomes and activities and strategies to implement within the child's daily routine and environments.
- 4.4 Collaborate and contribute in decision-making process with service team at team meetings and IFSP meetings, including six month, annual, and transition planning meetings.
- 4.5 Document on the draft Individualized Education Program (IEP) present levels of performance and goals and objectives as part of the transition process, using MCPS guidelines. Take MCPS online IEP training or other training as necessary to complete these tasks.
- 4.6 Participate in transition processes including transition planning meetings and IEP meetings at identified MCPS locations as requested.
- 4.7 Document all services and communication on MCITP forms to include Family Contact Logs, Family Visit Notes, Family Cancellations Forms, and/or Conference Forms, which must be submitted at least monthly.
- 4.8 Attend periodic training sessions to assure compliance with federal, state, and local guidelines for Infants and Toddlers.
- 4.9 Utilize family/caregiver coaching model in early intervention service delivery.
- 4.10 Availability of Spanish speaking staff.

5.0 STAFFING

- 5.1 Staffing must hold active licensure from the State of Maryland in their fields or qualify for certification from the Maryland State Department of Educations (MSDE) in at least one of the

following fields: speech pathology, special education, occupational therapy, and physical therapy. Social workers must have active Maryland State licensure.

- 5.2 Contract staff must be familiar with IFSPs and IEPs. It is desirable, but not mandatory that staff be familiar with MCITP and MCPS procedures.
- 5.3 Personnel – MCITP/MCPS has the right to reject any staff offered by the Contractor or to request replacement of any person determined to be unacceptable. See Part B, Article 3.
- 5.4 Security – The Contractor shall not allow any person whose character or behavior might expose any child or family to impropriety to fulfill the contract. 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 service. MCITP/MCPS places upon the Contractor full responsibility to ensure the fitness of the providers. MCPS reserves the right to perform security checks on any persons providing services under this contract. (See 23.0 Vendor Obligation)
- 5.5 No MCPS full or part-time staff may be employed in the performance of this contract.
- 5.6 Contract staff must follow MCPS mandated Child Welfare Reporting guidelines in reporting suspected child abuse, neglect, and mental injury. An oral report of suspected physical and/or sexual child abuse, neglect, and mental injury must be made to Child Welfare Services (CWS) at 240-777-4417 as soon as possible. MCPS Form 335-44 must be sent to CWS within 48 hours after an oral report is made. Copy of form must also be sent to Project Contact (reference 13.0).

6.0 CONTRACTOR RESPONSIBILITIES

- 6.1 The Contractor must report changes in staff to the project contact two weeks prior to departure from service.
- 6.2 The Contractor shall provide MCITP/MCPS project contact with copies of active Maryland licensure or certification in the specific professional field for all staff prior to the beginning of service, as well as copies of two reference for each individual with contact persons and telephone numbers.

7.0 PLACE OF PERFORMANCE

Services will be provided in the child's natural environment which includes the home, child care, preschool, or community settings.

8.0 CALENDAR

Contracted staff will observe the MCITP/MCPS calendar. Contract staff will provide services Monday through Friday, 7:00 a.m. to 5:30 p.m. Contract staff will not work on MCPS holidays or emergency cancellation days. MCITP/MCPS calendar will be provided when the contract is awarded.

9.0 SPECIAL CONSIDERATIONS

9.1 Damages

All claims of damage relating to contractual service are the total responsibility of the contracted agency, which shall hold harmless MCITP/MCPS, MCDHHS, the MSDE,, and any other governmental agency and its assigns.

9.2 Supplemental Service

No additional hours beyond the prescribed time shall be charged to MCITP/MCPS unless specifically agreed to by the project contact. (See 13.0 Project Contact)

9.3 Workday

A workday will consist of seven hours. Services for the seven-hour day shall include five (5) intervention sessions and travel between home visits.

9.4 Transportation/Mileage

MCPS contract shall not allow travel expenses. Transportation to the first visit and from the last will not be considered as part of the seven-hour day. There is an expectation that therapists will cluster visits by area to minimize travel time.

The contract award does not include reimbursement for mileage.

Contract staff are not to transport families.

9.5 Invoices

Invoices to MCITP/MCPS, using a standard MCITP/MCPS invoice format, shall be submitted monthly.

Initial Eligibility/Assessments will be billed for actual hours worked up to a maximum of four (4) hours.

Initial Eligibility/Transition Assessments for children over 30 months of age will be billed for actual time worked up to a maximum of five (5) hours.

Transition Assessments, including present levels of performance and draft IEP goal development, may be invoiced at a maximum of five (5) hours.

Initial Eligibility/Transition Assessment plus transition planning meeting (TPM) for children over 33 months of age will be billed for actual time worked up to a maximum of six (6) hours.

IFSP Reviews , Annual and 6-month, may be invoiced for actual time worked up to a maximum of two (2) hours.

Team and site meetings may be invoiced at a maximum of one and one half hours per meeting.

Half-day in-services may be invoiced for three and one-half (3.5) hours.

Full-day in-services may be invoiced for hours worked up to a maximum of seven and one-half (7.5) hours.

9.6 Tests and Materials

All materials and tests must be approved by MCITP/MCPS.

9.7 Staff will only be required to perform duties and attend meetings that are related to infants and toddlers with developmental delays.

10.0 CONTRACT TERM

The term of contract shall be for two (2) years as stipulated in the RFP. 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. Services will be required within 7-14 days after PDP has notified vendor to proceed. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three (3) additional one (1) year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) shall have ten 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 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.

11.0 PROVISION FOR PRICE ADJUSTMENT

Price increases on service labor rate will not be considered for the first year of the contract. Thereafter, the successful vendor must submit a written request for price relief. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the successful vendors.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any services requested prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

12.0 CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 26, Part B.

13.0 PROJECT CONTACT

The MCPS project contact for this proposed procurement is:

Montgomery County Public Schools
Montgomery County Infants and Toddlers Program
Attn: Heather Kennedy/Michelle Goldstein
Sligo Middle School
1401 Dennis Avenue
Silver Spring, MD 20901

Heather_Kennedy@mcpsmd.org
Michelle_Goldstein@mcpsmd.org

14.0 REFERENCES

Contractors are required to provide three (3) references. The references shall have company name, contact person, address and phone number of three (3) current customers for which a contract for similar services have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named your proposal may not be considered.

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

15.0 PRICING

This contract shall be a firm fixed hourly rate contract based on 3.0 Scope of Work and 4.0 Mandatory Services.

16.0 MANDATORY SUBMISSIONS

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Procurement Unit.

- 16.1 The offeror must describe staff employment procedures and how supervision of staff and quality of service will be monitored.
- 16.2 The offeror must include complete resumes of qualifications and experience and licenses of all staff who will be assigned to this project.
- 16.3 A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted.

- 16.4 Samples of infant and toddler reports, IFSPs, and IEPs for children 2.5 years of age transitioning from the Infants and Toddler Program must be submitted.
- 16.5 Cost – Identify and itemized cost included in price.

Offer must be firm for acceptance for 60 days.

State in the proposal the companies billing procedures. Include a sample of the billing documents with codes used.

17.0 SCHEDULE

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

RFP issued:	March 18, 2014
Questions due:	March 27, 2014
Pre-bid conference:	April 3, 2014, 10:00 a.m.
Proposals due:	April 17, 2014, 3:00 p.m.
Anticipated award date:	June 17, 2014

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

The successful offeror will be expected to be ready to start immediately upon award of the contract.

18.0 PRE-BID CONFERENCE

A pre-bid conference for prospective offerors will be held on April 3, 2014 at 10:00 a.m., Montgomery County Public Schools, 45 W. Gude Drive, Pine Room 3C03, Rockville, MD. 20850. Attendance at this conference is encouraged, but is not mandatory. The purpose of the pre-bid 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 Proposals. Questions are due March 27, 2014, close of business and responses will be presented at the prebid conference.

Contractors 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 Barbara Regalia, fax number 301-279-3173 or e-mail, Barbara_Regalia@mcpsmd.org no later than March 31, 2014.

19.0 EVALUATION CRITERIA

The Contractors understanding of the requirements as determined by the:

- 19.1 Completeness of Response
- 19.2 Contractor's ability to provide described mandatory services, and availability of staff.
- 19.3 Related past experience and qualifications, birth to five years.
- 19.4 References.

- 19.5 Cost: Consideration will be given to invoicing options such as reduced fee for long-term Service, etc.
- 19.6 Contractor's understanding of the scope of services as demonstrated by the response to the RFP.
- 19.7 Availability of contracting professional staff.
- 19.8 Demonstrated ability to teach/coach parents and other caregivers.
- 19.9 Availability of Spanish speaking contract staff.

20.0 EVALUATION PROCESS

Vendors who pass the initial screening against MCPS requirements will be asked to provide the following:

Written response to questions to clarify the proposal submitted that must be returned within two (2) working days of MCPS request.

Vendor may be required to give an oral presentation and be interviewed by the MCPS proposal evaluation committee.

MCPS reserves the right to accept or reject any or all proposals received, and to negotiate the terms of any proposed contract with the most qualified vendor(s). If MCPS fails to reach contract agreement with the top-rated vendor, MCPS may choose to enter negotiations with the next-ranking vendor, delay the project or cancel the procurement.

21.0 PROPOSAL SUBMISSION

Proposals shall be submitted in two parts, a Technical Section and a Business Section, as indicated in Part B of this RFP. The response shall address each paragraph in the same order as the RFP. Requirements for each section are indicated below, and proposals must contain all required information in order to be considered responsive. Contractors may request a copy of the word document for Part A and B by contacting Barbara_Regalia@mcpsmd.org to help them prepare their response. Proposals in response to this RFP are due on or before 3:00 p.m., April 17, 2014 at the address below. An original and three (3) copies of the proposal should be sent by mail, courier or hand-delivery to:

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

22.0 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 301-279-3172 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/>

23.0 Vendor Obligation

Contractors' and sub-Contractors' responsibility regarding registered sex offenders:

A new Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. 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.

Each Contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that a subContractor and independent Contractor conducts screening of its personnel who may work at a school. The term "work-force" is intended to refer to all of the Contractor's direct employees and subContractors and/or independent Contractors it used to perform the work. Violation of this provision may cause MCPS to take action against the Contractor up to and including termination of the contract.

24.0 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, non-public schools such as charter 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.

25.0 eMaryland Marketplace

As of June 1, 2008 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, regardless of the award

outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

26.0 OTHER JURISDICTIONS

This is a cooperative Request For Proposal issued by MCPS on behalf of Maryland school systems. MCPS is acting as the "Soliciting Agent" for the jurisdictions concerned and shall not be held liable for any costs, damages, etc, incurred by any other jurisdiction.

Each jurisdiction will execute its own contract(s) in accordance with each jurisdiction's purchasing laws, policy and procedures. Individual contracts will contain contractual requirements that are unique to the jurisdiction; to include but not be limited to Non-Discrimination in Employment, Officials not to Benefit, Registering of Corporations, Bidders Qualification Statement, etc."

At this time a known jurisdiction participating is:

Anne Arundel County Public Schools
Office of Purchasing
Attn: Sharon Federowicz
2644 Riva Road
Annapolis, MD 21401

27.0 INQUIRES

Inquiries regarding this solicitation must be submitted in writing, to Barbara Regalia, CPPB, Senior Buyer, Montgomery County Public Schools, Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173. 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 Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>