

# MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

## DIVISION OF PROCUREMENT

RFP Number: 1140.5  
Due Date: May 1, 2023  
Open Time: 2:00 p.m.

To: Prospective Offerors

Montgomery County Public Schools (MCPS) is seeking proposals to identify a consultant to provide on-going health and welfare consulting services for the Employee Benefit Programs of Montgomery County Agencies effective July 1, 2023. **The Montgomery County Agencies (MCA), for purposes of this RFP, consist of Montgomery County Public Schools, (MCPS), The Maryland-National Capital Park and Planning Commission (M-NCPPC), The Montgomery County Government (MCGovt), Montgomery College (MC), and the Washington Suburban Sanitary Commission (WSSC).**

Proposals must be received on or before 2:00 p.m., on May 1, 2023. 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”** and **“COPIES”**. **Proposals are to be delivered to Montgomery County Public Schools, (MCPS) Procurement Unit, 45 W. Gude Dr., Suite 3100, Rockville, Maryland 20850**

Questions regarding this RFP should be e-mailed to [Angela S McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org) by close of business April 11, 2023. Responses to questions will be distributed April 18, 2023.

The provider must submit one (1) original, five (5) copies of their proposal as well as one (1) redacted copy and one (1) electronic copy of both the original and redacted copy on flash drive. **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 RFP will open at the same time on the next regular working day.

Sincerely,

  
Angela McIntosh-Davis, Director  
Division of Procurement

AMD  
Enclosure

**Office of Finance**  
**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
**Division of Procurement**  
**45 West Gude Drive, Suite 3100**  
**Rockville, Maryland 20850**

**Request for Proposal No. 1140.5, On-going Health and Welfare Consulting Services  
for Montgomery County Public Schools and Montgomery County Agencies**

**1.0 INTENT**

This Request for Proposal (RFP) is intended to identify a consultant to provide on-going health and welfare consulting services for the Employee Benefit Programs of Montgomery County Agencies effective July 1, 2023. **The Montgomery County Agencies (MCA), for purposes of this RFP, consist of Montgomery County Public Schools, (MCPS), The Maryland-National Capital Park and Planning Commission (M-NCPPC), The Montgomery County Government (MCGovt), Montgomery College (MC), and the Washington Suburban Sanitary Commission (WSSC Water).**

MCPS is acting as the "Soliciting Agent" for the County agencies and shall not be held liable for any costs, damages, etc., incurred by any other agency or jurisdiction associated with this RFP. In addition to the captioned county agencies, member jurisdictions of the Metropolitan Washington Council of Governments (COG) may wish to bridge this contract for their health and welfare consulting needs.

Each County Agency or participating jurisdiction will execute its own contract(s) in accordance with each jurisdiction's purchasing laws, policy and procedures. Individual contracts may 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."

**Appendix A** are the General Contracting Articles for Montgomery County Public Schools only.

**Exhibit II** are the General Conditions and Requirements and **Exhibits III-V** are the Business Associate Agreement, MFD Performance Plan and Minority Business Program and Offerors Representation form for Montgomery County Government only.

**2.0 AGENCY DESCRIPTION - BACKGROUND**

**A. *Montgomery County Public Schools (MCPS)***

MCPS provides education for grades Pre-Kindergarten through 12. MCPS provides education for over 160,000 students in 210 schools. MCPS has over 24,000 active employees and over 8,000 retirees participating in benefit programs. MCPS enjoys a rich heritage of delivering high quality education to its diverse student body and has pioneered many innovative programs and initiatives.

More information may be obtained by accessing the MCPS web site at <http://www.montgomeryschoolsmd.org/>.

The location of the MCPS office is: 45 W. Gude Dr., Rockville, Maryland, 20850.

MCPS' NAICS code is 611110.

***B. The Maryland-National Capital Park and Planning Commission (M-NCPPC)***

M-NCPPC is a bi-county agency, empowered by the State of Maryland to acquire, develop, maintain and administer a regional system of parks in Montgomery and Prince George's Counties in Maryland, adjacent to the District of Columbia. The Commission is also empowered to prepare and administer a General Plan for the physical development of most of the bi-county area and, in Prince George's County, conduct the public recreation program. M-NCPPC provides benefits to more than 2,200 active employees and 1,300 retirees.

More information may be obtained by accessing the Commission's web site at [www.mncppc.org](http://www.mncppc.org).

The location of the M-NCPPC office is: 6611 Kenilworth Ave., Riverdale, Maryland, 20737.  
M-NCPPC's NAICS code is 925120.

***C. Montgomery County Government (MCGovt)***

Montgomery County is Maryland's most populous jurisdiction. The County is located adjacent to the nation's capital, Washington D.C., and includes 497 square miles of land. The County has three branches of government, with an elected County Executive and County Council. Over 10,000 active employees and over 8,000 retirees participate in MCGovt's benefit programs. 89% of the active employee population is unionized.

More information may be obtained by accessing the Government's web site at [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov).

The location of the MCGovt office is: 101 Monroe Street, Rockville, Maryland, 20850

MCGovt's NAICS code is 921120.

***D. Montgomery College (MC)***

MC is an accredited, public two-year college with campuses in Germantown, Rockville, and Takoma Park, Maryland. It is the oldest and one of the largest community colleges in the state, offering an excellent array of career and technical education programs and more than 900 academic credit courses. Approximately 1,900 active employees and 700 retirees participate in MC's benefit programs.

More information may be obtained by accessing the College's web site at <http://cms.montgomerycollege.edu>

The location of the MC office is: 9221 Corporate Boulevard, Rockville, Maryland, 20850.

MC's NAICS code is 611210.

***E. The Washington Suburban Sanitary Commission (WSSC Water)***

Established in 1918, WSSC Water is currently among the largest water and wastewater utilities in the nation, with a network of nearly 5,742 miles of fresh water pipeline and over 5,546 miles of sewer pipeline. Our service area spans nearly 1,000 square miles in Prince George's and Montgomery counties, and we serve 1.8 million residents through approximately 475,000 customer accounts. WSSC Water drinking water has always met or exceeded federal standards.

More information may be obtained by accessing WSSC Water's web site at [www.wsscwater.com](http://www.wsscwater.com)

The location of the WSSC Water office is: 14501 Sweitzer Lane, 6th Floor, Laurel, Maryland, 20707  
WSSC Water's NAICS code is 924110.

**Benefits are collectively bargained, and the following outlines bargaining units by agency:**

**MCPS**: - Service Employees International Union – Local 500 (SEIU) covers supporting service employees (MCPS), Montgomery County Education Association (MCEA) covers teachers and the Montgomery County Association of Administrative and Supervisory Personnel (MCAASP) covers principals and administrators.

**Montgomery County Government** – Municipal and County Government Employees Organization / United Food and Commercial Workers Local 1994 covers Office, Professional, and Technical (OPT) and Service, Labor, and Trades (SLT) employees; Fraternal Order of Police (FOP) Lodge 35 covers police personnel, and International Association of Fire Fighters (IAFF) Local 1664, covers fire personnel.

**MNCPPC** – Municipal and County Government Employees Organization / United Food and Commercial Workers Union Local 1994 covers service/labor, trades and office employees; Fraternal Order of Police (FOP) Lodge 30 covers park police personnel.

**Montgomery College** - Representation of all employees is provided for on the Benefits Review Committee. Two representatives from each of the following constituency groups participate on this committee:

- American Association of University Professors (AAUP)
- American Federation of State, County and Municipal Employees, AFL-CIO, Council 67, Local 2380
- Staff Senate/Employee Services Council (non-bargaining employees)
- Administrators

The Benefits Review Committee is chaired by the Office of Human Resources and Strategic Talent Management. This committee meets regularly throughout the year to review plan performance and discuss possible plan design changes. Bargaining units only negotiate the employer/employee cost-share.

**WSSC Water** – Teamsters Local 730 & American Federation of State, County and Municipal Employees Council 67 and Local 2898, AFL-CIO covers all Trade position descriptions with a Grade of “UH”.

## **2.1 Basics of Benefits Program**

**Each MCA provides a comprehensive and competitive package of health and welfare benefits to its eligible active and retired employees. Depending on agencies, plan offerings include:**

Agency’s summary plan descriptions, eligibility rules, and cost sharing information are available at each Agency’s website. The following is an overview of Agency health & welfare benefits.

**2.1.1** The benefit plan year for each agency is January – December. Annual open enrollment occurs in the October/November timeframe. As of July 1, 2017, MCG no longer conducts an open enrollment for Retirees. Active employee benefits are purchased on a pre-tax basis.

**2.1.2** A variety of medical plan options are offered, including Point-of-Service (POS), Health Maintenance Organization (HMO and EPO), Preferred Provider (PPO), Consumer Directed Health Plan (Montgomery College only), Medicare Supplement, and Medicare Advantage plans. Most plans are self-insured. Agencies that offer the Kaiser Permanente (HMO and/or Medicare Supplement) do so on a fully-insured basis.

**2.1.3** Each agency provides carved out prescription, dental, and vision coverage. Caremark, Inc. provides prescription drug benefits (retail and mail order) to all five County Agencies. Employees and retirees enrolled in the Kaiser Permanente Health Plan receive their prescription drug benefits from Kaiser.

Agencies offer dental coverage (PPO and in some cases DHMO), indemnity and discount vision coverage, basic and optional employee life coverage, some agencies provide AD&D and LTD coverage, as well as dependent and optional dependent life coverage. All agencies provide Medical Flexible Spending and Dependent Care Assistance plans. MCGovt offers pre-tax commuter FSA.

## **3.0 SCOPE OF SERVICES**

The County Agencies wish to retain an employee benefits consulting firm to provide some or all of the following tasks:

3.1 Provide each agency with support for annual accounting, renewals, and contractual issues including assisting in negotiating with carriers for medical, dental, vision, prescription drug plan, life and other insurance coverage.

3.2 Prepare annual Incurred But Not Reported (IBNR) analysis for annual financial reports.

3.3 Make recommendations for annual pricing, budget development and determination of employee and retiree contribution amounts and prepare agency specific annual six-year projections to be used for planning purposes.

3.4 If requested, assist in evaluating plan design alternatives for funding options, and provide benchmarking statistics and recommendations for possible redesign of the benefit offerings, including providing support for union negotiations and labor related issues providing actuarial impact of proposed plan changes.

3.5 Prepare draft request for proposals (RFP's) for plan services, including carrier solicitations. It is anticipated that the Agencies will jointly bid several elements of the benefit plan during the term of this contract.

3.6 Provide ad-hoc carrier reviews and assist Agencies in coordinating with carriers on issues of concern.

3.7 Provide on-going financial monitoring of plan expenditures measured against budgeted expenses, and analyze reasons for deviations between expected and actual expenses, if any.

3.8 Assist agencies in developing a strategy for addressing upcoming initiatives related to the Patient Protection and Affordable Care Act (PPACA), RxDC reporting and for assessing Medicare Part D alternatives, including, but not limited to, EGWP and EGWP+Wrap options for Medicare retirees.

3.9 Deliver in-person presentations to management and County officials regarding costs, latest trends in group insurance as well as legal developments.

3.10 For MCG - Health plan and Wellness plan analysis for return on investments in health-related programs and wellness programs initiated by health insurance carriers to reduce healthcare spend.

3.11 For MCG - Explore retiree healthcare options for short and long-term strategies.

3.12 For MCG - Perform Dependent Audit Analysis for Montgomery County Health Plans. Collect dependent documentation.

3.13 For MCG - Prepare the annual Per Employee Per Year employer cost share for the Office of Management and Budget, which is used to allocate the County's portion of health insurance expenses to department budgets for the upcoming fiscal year.

3.14 If requested, review the bi-annual/annual actuarial valuations for each Agency OPEB Trust for the plan year ending June 30<sup>th</sup> and/or years based on the timing of each agency's valuation, and report/comment on the appropriateness of the actuarial assumptions, funding recommendations and accrued liability projections for coming years as well as benchmarking for OPEB Trust management for other similarly situated entities. If requested, prepare each agency's bi-annual/annual OPEB Trust actuarial valuation for the requested plan year ending June 30, 2020 or the fiscal year designated by the respective agency. The valuation must include, but not be limited to, all data contained in the fiscal year valuation.

3.15 Provide on-going benefit consulting services to Agencies, as requested.

3.16 As requested, deliver in-person presentations to management and Agency officials of costs, analysis, latest trends in group insurance as well as legal developments.

3.17 If requested by any of the MCA's the awarded vendor(s) may be asked to agree to "Performance Guarantees" during the contract term.

3.18 Contract executed with MCG will require the Vendor to provide a Customer Web Portal for transfer of data needed for health plan analysis as well as viewing past and current reporting analysis prepared by the selected Health and Welfare contractor.

3.19 For M-NCPPC, this may include assistance with preparing draft RFPs, including carrier solicitation and contractual negotiations; for psychological assessment services; occupational health services; and deferred compensation administration.

3.20 Upon request, provide scheduled plan audits. For example, MCG is looking for support to include, but not necessarily limited to, claims testing, coding verification, evaluation of potential billing errors, analysis of plan administration, quality assurance/internal controls review, eligibility reconciliation, enrollment review, rebate accuracy review, Medicare reconciliation, pharma revenue (donut hole) review, contract review and SOC training.

3.21 Provide HIPAA training to MCGovt staff at an interval established by MCGovt.

3.22 Provide a data warehouse and analytics tool for aggregated claims across all vendors and upon request, participate in meetings to provide of clinical observations and strategy development.

3.23 For MCPS, provide payroll consultation services and support on implementing Oracle Human Capital Management System. Review payroll requirements and processes, recommend improvements to payroll services to ensure the organization stays compliant and avoids tax penalties, and participate in joint discussions on the implementation of the system over the next 18-24 months.

- a) Provide a minimum of 3 references on similar sized payroll projects for employer groups;
- b) Provide expertise in consulting areas of payroll;
- c) Provide experience of staff assigned to such projects;

Projected charges associated with this project should be held as separate from benefit consulting and provided. Expected hours for the project are estimated to be a range of 200-600 hours per fiscal year (hours may be more or less based on need).

**Respondents may link to agency's OPEB valuation at:**

**MCPS:**

Available upon request.

**Montgomery County:**

Does not have a link to valuation, but is available upon request.

**MNCPPC:**

- Copy of the M-NCPPC 2022 OPEB Valuation (Click on the URL)
  - [M-NCPPC 2022 OPEB Valuation](#)

**Montgomery College:**

Does not have a link to the OPEB valuation, but it is available upon request.

**WSSC Water:**

Does not have a link to the OPEB valuation, but it is available upon request.

**4.0 CONTRACT TERM**

It is anticipated that each agency will enter into a separate contract with one or more selected vendor for a minimum term of one (1) year effective with each agency's execution of a contract resulting from this RFP. Each Agency reserves the right to extend its contract at existing terms and conditions as needed, not to exceed a total contract term of five (5) years; the duration of the contract term will be determined by the awarding agency. Agencies will provide written notice indicating intention to pursue the extension of the contract to the successful vendor no more than 90 days prior to the expiration of the original contract term and no less than 60 days. The vendor shall have ten (10) calendar days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Agencies may make a recommendation to extend the contract or decide to rebid. If the contract is extended, each agency will issue an amendment to its contract.

**5.0 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.

Each agency will maintain their terms and conditions with respect to the contract and termination notice.

**6.0 REFERENCES**

All offeror shall include a list of a minimum of five references who use the vendor 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, offeror's 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 offeror’s are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

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

**7.0 PROVISION FOR PRICE ADJUSTMENT**

Rates should be guaranteed for the initial contract year and for at least the first two (2) contract extension years. Thereafter, if the contract is extended, the successful vendor must submit a written request for price relief. Adjustments shall not exceed seventy-five percent (75%) of the January 1 Consumer Price Index (CPI) change for the All Consumer Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington D.C., Metropolitan Area, rounded to the nearest tenth of a percentage. The Agencies reserves the right to accept or reject the request as may be determined to be in their best interest.

If a price increase is accepted, a contract amendment will be issued. Any services requested prior to a request for a price increase shall be honored at the original contract price.

**8.0 DEVIATIONS**

The Agencies expect to enter into a contract that has terms and conditions as stated in the RFP. Proposals must clearly identify any variances from or objections to the specifications in this RFP, including the terms and conditions in this section. Lacking any response to the contrary, the Agencies will infer that respondent agrees to the conditions of the RFP.

## 9.0 INSURANCE

### 9.1 Montgomery County Public Schools

Insurance requirements, see MCPS General Contract Articles, Article 23 Insurance (Appendix A).

### 9.2 Montgomery County Government

Insurance requirements (MCG MIR), Business Associate Agreement, PMMD-65 Minority, Female, Disabled Person Subcontractor Performance Plan, PMMD-90 Minority Business Program Offeror's Representation, and PMMD-45\_MCGovt General Conditions are attached as Exhibit II.

### 9.3 Montgomery College

#### **Insurance Requirements**

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone else directly or indirectly employed by him/her.

The vendor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and with the following minimum insurance coverage.

**Workers compensation Insurance:** covering the vendor's employees as required by Maryland State law.

**Commercial General Liability Insurance:** excluding automobiles

Owned or hired by the vendor, with limits as follows:

Bodily Injury and Property Damage:

\$1,000,000 combined single limit of bodily injury and property damage

-Contractual Liability – Premises and Operations

-Independent Contractors

**Comprehensive Automobile Liability:**

Providing bodily injury and property damage coverage for owned

Vehicles and non-owned vehicles with a combined single limit of \$1,000,000.

**Additional Insured** - Montgomery College shall be endorsed as an additional Insured on all liability policies.

These coverage's and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the vendor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60) calendar days' notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect. The vendor shall furnish the College with a certificate of insurance as

evidence of the required coverage. The vendor shall provide liability insurance coverage for material and/or equipment stored for the College for which the vendor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The vendor shall provide the College with evidence of such insurance.

In the event that the vendor's insurance is terminated, the vendor shall immediately obtain other coverage and any lack of insurance shall be grounds for immediate termination of the agreement.

#### **9.4 MNCPPC**

- The requirements for the Certificate of Insurance can be found in the document below in the M-NCPPC Procurement Manual in Appendix E: Insurance Requirements and Checklists (Click on the URL)
  - [M-NCPPC Procurement Manual](#)

#### **9.5 WSSC Water**

WSSC Water Insurance requirements, as referenced in WSSC Water's General Conditions as Appendix B, have been provided as an attachment.

### **10.0 COMPANY PROFILE**

**Answer the following questions in order and number your responses. Please repeat the question followed by your response.**

10.1 Organizational Structure.

10.2 Provide a brief history of your organization. How long have you been providing health and welfare consulting services?

10.3 Provide an organizational chart of your total organization showing reporting relationships and job titles. Highlight the individuals that will be responsible for providing services to the Agencies. Please indicate if any individuals will be assigned to certain agencies, but not others.

10.4 Where is the office that would provide services to the Agencies located? What is its relationship to other offices? Where is your main office? What are the hours of operation for the local office? How can your organization be contacted after hours?

10.5 Provide brief biographies and job descriptions of the key individuals who would be responsible for providing consulting services for the Agencies.

10.6 State the kind of training you provide for the individuals who will work with the Agencies. What measures do you take to attract and retain talent to assure clients of continuity of service?

10.7 How are your account managers (or equivalent) compensated? Do you build in financial incentives for service and client retention?

10.8 Highlight consulting services you provide. What percent of your clients use your organization for each of the services you provide? How many clients are serviced by the office that will manage each Agency account? Break down your clients by type of employer (i.e. manufacturing, financial services, governmental etc.).

10.9 What percentage of your revenue is derived from benefits consulting? What percentage of your revenue, if any, is derived from brokerage services?

10.10 What distinguishes your company from other benefit consultants?

10.11 What is your organization's client retention rate for health/welfare benefits consulting and for other services during the last twelve months? What has been your retention rate for the past five year?

10.12 Provide a list of clients lost during the last 24 months and list the reasons those clients are no longer doing business with the firm.

10.13 Does your company use external benefits legal expertise? If so, describe how it is used.

10.14 Describe your quality assurance and peer review policy/process. What are your audit trails and procedures?

10.15 Briefly describe system security measures and back-up plans for any data you may be asked to maintain for the Agencies.

Describe your firm's computer capabilities and relate them to your services.

- a. Describe your firm's back-up capabilities in case of malfunction or disaster.
- b. Describe your system's security procedures and discuss how access is controlled.
- c. Describe your existing software, discuss whether it was developed internally or externally and how it is supported.
- d. Describe the interface capability between your system and clients.

10.16 Describe your Health and Welfare Benefits Consulting Services and provide a sample.

10.17 Describe the process your organization undergoes to commence a relationship with a new client. How do you select the appropriate staff to work with the client?

10.18 How do you develop an understanding of the client's programs and contracts and how do you document the features and requirements of the client's plans and yearly activities?

10.19 The budget and rate development process for the benefit plan is completed after renewal information is received from carriers. Certain goals are defined preceding receipt of information. How would your organization approach the annual renewal process for Agencies?

10.20 Describe your process for providing monthly financial monitoring (revenue and expenditures) for all plans, to ensure that emerging claims and expenses track budgeted/expected costs.

10.21 Briefly describe your organization employee communication consulting services and provide examples.

10.22 Describe how you would assist Agencies in analyzing options and obligations with respect to the Patient Protection and Affordable Care Act (PPACA), RxDC reporting, Medicare Part D offerings, and other legislation affecting health and welfare plans

10.23 Describe your approach to ensuring that Agencies are kept informed of pending government and legal compliance issues, including what educational opportunities could be made available to Agency staff.

10.24 Describe your experience with providing consulting services to collectively bargained groups, especially in the public sector arena.

10.25 The Agencies plan to market several of its health and welfare programs during the life of this contract. Describe the methodology for marketing medical plan coverage (POS, HMO, PPO and Medicare Supplement plans) including your thoughts on recommended timelines and on the conduct of vendor interviews and vendor negotiations.

10.26 Describe your experience in preparing OPEB actuarial valuations. Provide a detailed description of the process you will employ to complete agency valuations, including suggested timelines for completion. Please keep in mind that the results of the actuarial valuations will determine the employer contribution for the current year, and should be completed in time to be incorporated into the fall budget process.

## **11.0 FORMAT OF RESPONSE**

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

11.2 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 vendors' point-by-point response to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.

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

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

## 12.0 MANDATORY SUBMISSIONS

Each offeror 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. Offerors may request via e-mail to Mrs. Angela McIntosh-Davis, Team Leader, MCPS Division of Procurement at [Angela\\_S\\_McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

One (1) original, five (5) copies, one (1) redacted copy of the response as well as one (1) electronic version of both the original and redacted copy on flash drive, must be sent by mail, courier or hand-delivery and 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 May 1, 2023. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools  
Division of Procurement  
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 offeror who submits the best proposal or with two or more offeror's who are in the competitive range. Therefore, it is important that the offeror'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 offeror'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 offeror's qualifications and expertise. MCPS urges the offeror to be specific and brief in their responses.

Offeror's 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 offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

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

**Complete Response must include:**

Respondents must submit a point-by-point response to each section of the RFP and additionally include the following items:

12.1 Qualifications of Contractor

12.2 A brief summary of the firm's history and its experience in providing consulting service similar to that outlined in this RFP.

12.3 A description of the scope, diversity, and types of health and welfare consulting experience, including a listing and description of experience with government contracts over the last three years.

12.4 A description of the Contractor financial responsibility including at least two current financial or credit references.

12.5 A description of all prior and pending legal actions filed against the offeror within the last five years.

12.6 Three or more recent references including addresses and telephone numbers of contact individuals, which demonstrate prior expertise in analyzing and evaluating benefit plans, identifying alternative plan design and financial management options, preferably for a benefit program similar in size and scope to the County Agency programs.

12.7 A brief description of qualifications, experience and availability of each of the full-time professionals who will be assigned to perform the work specified. Assigned staff may not be replaced or moved to other projects within the organization without the written Agency consent.

12.8 Provide an estimate of the number of hours each person assigned to this contract will be expected to devote to:

- a) Ongoing financial monitoring - by agency
- b) Budget and rate development – by agency

Responses to questions in Section 10.0

Pricing Proposal. Pricing proposals should be inclusive of travel expenses and seek to minimize such travel expenses, if any.

12.9 Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor also may include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory).

12.10 Equal Opportunities Certification (Attachment A)

12.11 Certification of Non-segregated Facilities (Attachment B)

12.12 Minority Business Enterprise (Attachment C)

12.13 Non-Debarment Acknowledgement (Attachment D)

12.14 Mid-Atlantic Purchasing Team Rider Clause

12.15 Current Form W-9

12.16 A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.

12.17 Any additional information and comments your firm deems necessary to clearly communicate your firm's qualifications and the process you would use to conduct a review of MCPS' curricular programs along the lines specified in the Scope of Services.

12.18 A redacted copy of offeror's proposal as specified in Sections 12.0 and 14.0.

### **13.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL**

The proposal submitted in response to this request may contain technical data which the offeror 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 offeror 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 offeror 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.

### **14.0 PROPRIETARY AND CONFIDENTIAL INFORMATION**

Offeror's 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 offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror 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 offeror 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 offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

## 15.0 EVALUATION CRITERIA

**15.1** The County Agencies will evaluate all proposals in a fair and impartial manner. The criteria to be considered in evaluating the proposals will include, but may not be limited to the following:

- Methodology of analysis, approach, and resources applied in accomplishing the tasks identified in the Scope of Services
- Depth and diversity of employee benefit consulting experience of firm.
- Experience as employee benefit consultant for plans of governments, boards of education, or government instrumentality’s
- Information received from the vendors references
- Professional qualifications of personnel assigned to the project
- Cost

**15.2** Contracts will be awarded to the responsive and responsible vendor meeting specifications and considered to be in the best interest of the Agencies. Interviews with top ranked firms may be held, at the discretion of the County Agencies. After receipt and evaluation of proposals, the Agencies reserves the right to negotiate with the finalist with respect to costs and the scope of work to be performed.

**15.3** The County Agencies reserve the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offers in any manner necessary to serve the best interests of the Agencies.

A selection committee comprised of MCPS staff and MCA agencies will evaluate proposals based on these criteria.

## 16.0 SCHEDULE OF EVENTS

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

<b>RFP issued:</b>	<b>March 17, 2023</b>
<b>Questions due via email to: <a href="mailto:Angela_S_McIntosh-Davis@mcpsmd.org">Angela_S_McIntosh-Davis@mcpsmd.org</a></b>	<b>April 11, 2023</b>
<b>Questions distributed:</b>	<b>April 18, 2023</b>
<b>Email notice of intention to bid to: <a href="mailto:Angela_S_McIntosh-Davis@mcpsmd.org">Angela_S_McIntosh-Davis@mcpsmd.org</a></b>	<b>April 21, 2023</b>
<b>Proposals Due:</b>	<b>May 1, 2023</b>

**Interviews to be held at the MC Agencies discretion the week of:**  
**Anticipated award date:**

**May 15, 2023**  
**June 2023**

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

## **17.0 ADDENDA/ERRATA**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <https://ww2.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Division of Procurement at 240-740-7600 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. Offeror's 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.

## **18.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)**

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on 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.

## **19.0 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 offeror(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 offeror. 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.

## 20.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh Davis, Team Leader, MCPS Division of Procurement , 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via email to [Angela\\_S\\_McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org). Questions are due at 4:00 p.m. on April 7, 2023. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on April 14, 2023. 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 an offeror in response to a request will be furnished to all offerors 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 offeror's. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

**Contact by offeror's 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/).

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

## 22.0 BID PROTESTS

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

## 23.0 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.**

## 24.0 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. VENDOR’S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded vendor’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 \_\_\_\_\_