



301-279-3136



February 25, 2019

RFP Number: 1155.4
Due Date: March 15, 2019
Open Time: 2:00 p.m.

To: Prospective Respondents

The purpose of this Request for Qualification (RFQ) is to pre-qualify one or more qualified respondents to provide digital content products that shall support school library media programs, provide enhanced opportunities to support effective teaching and learning in various curricular subjects in grades K-12, and meet all of the evaluation criteria stated in this RFQ.

A pre-proposal conference will not be held for this RFQ. Questions regarding the RFQ must be submitted by the close of business, 4:00 p.m., on Friday March 1, 2019

Please respond according to the instructions provided in the attached. Proposals must be received on or before 2:00 p.m., on Friday, March 15, 2019. Proposals received after this date and time will not be considered. Proposals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one (1) original, one (1) redacted copy, one (1) electronic version on CD or flash drive and five (5) separate copies of the proposal. The proposal must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

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

Sincerely,

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

ESD:eea
Enclosure

Procurement Unit

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

Request for Qualification No. 1155.4
Online Digital Content Products (including Online Subscription Databases and Electronic Library Resources) for
the MDK12 Digital Library Consortium

1.0 INTENT

On behalf of the MDK12 Digital Library Consortium, Montgomery County Public Schools (MCPS) is seeking to pre-qualify one or more qualified respondents (Respondents) to provide digital content products that shall support school library media programs, provide enhanced opportunities to support effective teaching and learning in various curricular subjects in grades K-12, and meet all of the evaluation criteria stated in this Request for Qualification (RFQ). For purposes of this RFQ, a *Digital Content Product* shall include online subscription databases and electronic library resources (e.g., programs, services, or platforms) applicable to the Maryland PreK-12 curriculum.

The MDK12 Digital Library Consortium is composed of 24 local school systems (LSS) in the State of Maryland. Each participating school system has assigned representative to the Consortium to represent its needs. Participants in this cooperative RFQ are herein after each referred to individually as a “LSS” and collectively as “LSSs”.

MCPS is acting as the “Soliciting Agent” for the 24 LSSs and shall not be held liable for any costs, damages, etc., incurred by any other LSS. Each LSS will execute its own contract(s) in accordance with its purchasing laws, policies, and procedures. Individual contracts for Digital Content Products will contain additional contractual requirements that are unique to each LSS, which shall include, but not be limited to, contractual terms regarding Non-Discrimination in Employment, Officials not to Benefit, Registering of Corporations, Bidders Qualification Statement, etc. While each LSS will execute its own contract(s), pricing for each Digital Content Product as well as the terms of this RFQ must remain the same for all participating LSSs, and the MCPS General Contract Articles, as described in more detail below, will apply to all contracts, unless any LSS expressly agrees to a negotiated contractual amendment.

2.0 BACKGROUND

In 2000, the Chief of the School Library Services Branch at the Maryland State Department of Education (MSDE) recommended a group of school library administrators study the feasibility of forming a statewide consortium to take advantage of cost-effective licensing of fee-based Digital Content Products for the K-12 schools in Maryland. The study showed that school systems across Maryland were using many of the same products but licensing fees were not consistent.

As a result, in 2002, MCPS began working with 23 other LSSs in Maryland to form the MDK12 Digital Library Consortium, a statewide purchasing consortium for the K-12 community, designed to give teachers, students, and parents cost-effective access to a collection of appropriate Digital Content Products to support teaching and learning at a savings to the individual LSSs. The MDK12 Digital Library Consortium’s purchasing authority under state law is set forth in Sections 7-9A-01 to 7-9A-05 of the Education Article of the Annotated Code of Maryland. Under state law, the purposes of the MDK12 Digital Library Consortium are to:

- Provide equitable access to digital content for all Maryland K-12 students and teachers;
- Improve school library media programs with advanced technologies;
- Create fiscal efficiencies in the purchase of digital content through enhanced cooperation among school libraries; and
- Support effective teaching and learning by connecting digital content with the Maryland Content Standards; Science, Technology, Engineering, and Mathematics (STEM) initiatives; and workforce development.

The MDK12 Digital Library Consortium has leveraged the LSSs' collective resources to negotiate pricing with providers of Digital Content Products to serve approximately 850,000 public school students and over 42,000 nonpublic school students enrolled in grades K – 12. The benefits of the project have been greater equity of access, cost savings to LSSs, shared professional development, and effective partnerships among school librarians.

3.0 SCOPE OF SERVICES

The following list of requirements, although extensive, is not exhaustive and is intended to provide interested Respondents with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential information. Proposals should address the entire scope of services requested.

Each proposal should contain only one unique Digital Content Product, which is defined as a distinct online subscription databases and electronic library resources (e.g., programs, services, or platforms) applicable to the Maryland PreK-12 curriculum. A Respondent should not submit a single proposal that includes two or more different unique Digital Content Products. However, if more than one Digital Content Product can be accessed through one interface/platform, they can be submitted as one submission.

As defined above, single responses that contain multiple Digital Content Products, or options therein, will not be evaluated. Respondents who offer multiple unique Digital Content Products should submit separate proposals for each Digital Content Product. See Section 8.0 Mandatory Submissions for number of copies and other proposal submission requirements.

Respondents shall furnish a Digital Content Product that provides access to materials and resources that support educational goals and objectives of the Maryland Content Standards. The range of resources provided in a Digital Content Product that is an online database or electronic library resource should represent a balanced point of view on controversial topics.

3.1 General Requirements

The Respondent shall provide access to all information for each level of its Digital Content Product with respect to:

- 3.1.1 Reference Books (e.g., magazines, newspapers, journals) included in each level of the Digital Content Product as appropriate for grades K-5, 6-8, and 9-12.
- 3.1.2 Extent of back files for each title included in the Digital Content Product.
- 3.1.3 Description of individual articles with respect to such topics as formatting and inclusion of graphics as they appear in the original article.
- 3.1.4 Indexing covering how much is indexed as well as the structure of index.
- 3.1.5 Search engines utilized, including description of capability for customizing or performing advanced levels of searching.
- 3.1.6 Criteria for selection of resources including qualifications of selection staff.
- 3.1.7 Option for district level control over inclusion and exclusion of resources.
- 3.1.8 Copyright provisions including restrictions must be clearly displayed to the user of the Digital Content Product.

3.2 Accessibility

The Respondent's Digital Content Product shall comply with each of the following criteria:

- 3.2.1 Digital Content Products, including associated data, are available and accessible 24 hours a day, 7 days a week, including use at home, for LSS staff, students, and parents/guardians authorized to utilize the Digital Content Product as applicable (hereinafter defined as LSS Users), consistent with the Service Level Agreement, set forth in Appendix B.

- 3.2.2 Digital Content Products are accessible to LSS Users from any Internet-enabled device including but not limited to personal computers, laptop computers, Chrome Books, tablets, and smartphones.
- 3.2.3 Digital Content Products support single sign-on (SSO) using the Security Assertion Markup Language (SAML) protocol or other authentication options necessary for LSS User access as applicable.
- 3.2.4 Digital Content Products are compatible with all current versions of Internet browsers, including but not limited to, Internet Explorer, Chrome, and Safari, using default installation settings and without additional system hardware or software components required on LSS Users' devices.
- 3.2.5 Digital Content Products include student-facing and teacher-facing materials and resources with digital and online formats compatible with Google Suite for Education.
- 3.2.6 Digital Content Products support integration with commonly utilized school system learning management systems (e.g., Canvas by Instructure), via the Learning Tools Interoperability (LTI) specification, version 1.1 or higher as required by the LSS. Respondent is required to remain current with the subsequent versions of the LTI open standard within a reasonable time period.
- 3.2.7 Respondent includes centralized management functionality for all LSS Users that enable the LSS to establish, customize, and control levels of user access and can be managed by the LSS locally.
- 3.2.8 Respondents shall be able to provide the LSS with statistics regarding usage the Digital Content Product by the LSS and LSS Users according to the then current standards in the industry.
- 3.2.9 Respondents shall conduct daily backups of LSS data, either incremental or full, and must conduct full weekly backups. If the Respondent's Digital Content Product retains data for individual students and other LSS Users, such data shall be retained in the Respondent's online system for a minimum of five years following the creation of each LSS User account and one year following the graduation of each student, unless otherwise as specified or directed by the LSS.
- 3.2.10 Respondent shall have the ability to configure a nightly (or more frequent) transfer of student data including but not limited to online activity and online assessment data to the LSS's data management system or any update, upgrade, or alternative systems that the LSS adopts in its sole discretion.
- 3.2.11 Pursuant to the Individuals with Disabilities Education Act (IDEA) and other applicable federal law, the Respondent shall prepare and submit, within 30 days of the contract start date, a National Instructional Materials Accessibility Standard (NIMAS) file set to the terms and procedures set forth by the National Instructional Materials Access Center (NIMAC). The files will be used for the production of specialized formats as permitted under the law for students with disabilities. The publisher also will submit a Certification from NIMAC to demonstrate submission of the file.
- 3.2.12 Digital Content Products including websites are required to meet current Section 508 compliance guidelines.
- 3.2.13 Digital Content Products are compatible with the LSS's accessibility tools for students including by not exclusive to **Read & Write for Google** by TextHelp. All digital materials (including audio, video, PDF files and web pages) designed by the publisher are required to support Universal Design for Learning and provide accessibility features, such as:
 - a) Screen Reader
 - b) Text Reader (text to speech)
 - c) Word Prediction
 - d) Speech to text
 - e) Ability for students to type directly on the documents
 - f) Math equation editor for mathematics documents, i.e, worksheets
 - g) Highlighting tools
 - h) Annotation tools
 - i) Dictionary tools
 - j) Closed Captions and transcripts for video and audio materials
 - k) Resizable Text

The Respondents must provide the requested information to illustrate the Respondents ability to provide the requested services and perform the scope of work that will be required. Any and all information should be included to make a proper evaluation. Respondents shall respond fully to each paragraph. Proposals that merely offer to conduct a program in accordance with the requirements of the scope of work will be considered nonresponsive and will not be considered further.

3.3 Technical Requirements

The Respondent shall identify and describe the applicable technical requirements and recommended configurations necessary to fully implement and utilize the Digital Content Product including but not exclusive to:

1. Hardware requirements;
2. Operating system requirements;
3. Software requirements;
4. Authentication options;
5. Account and roster provisioning processes;
6. Browser-specific requirements;
7. Network and security requirements;
8. Licensing models; and
9. Copyright and fair use guidelines

3.3.1 Preferred Enterprise System Capabilities

1. Respondent supports and is in conformance with IMS OneRoster standard version 1.1 or higher.
2. Respondent supports and is in conformance with IMS Learning Tools Interoperability (LTI) standard version 1.1 or higher.
3. Compatible with or has integration with G Suite for Education or Office 365.

3.4 Technical Support

The Respondent shall comply with each of the following criteria:

- 3.4.1 Respondents shall provide technical support consisting of both telephonic and on-site technical support as required. Respondents shall provide a sufficiently detailed section covering its standard technical support offerings, time coverage, response times, and non-stand technical support and associated fees, consistent with the Service Level Agreement, as described further below.
- 3.4.2 Shall there be any significant changes to an awarded Digital Content Product, including changes to the Digital Content Product interface, LSSs purchasing the Digital Content Product must be notified as soon as possible, but at least ten (10) business days in advance, via telephone or email.
- 3.4.3 Any anticipated disruption in service shall be communicated to the LSSs that purchase the Digital Content Product at least two (2) business days in advance, via telephone or email, or otherwise consistent with the Service Level Agreement, as described further below. This includes, but is not limited to scheduled maintenance or technical reconfigurations.

3.5 Training Requirements

Respondents shall describe training that would be available to LSSs purchasing their Digital Content Products. Such training can be accomplished on-site, through arranged webinars or web delivered on the company's website. This includes training at the initiation of the Digital Content Product at LSS or school locations, through arranged webinars, web delivered on the companies' websites, and on-going support training.

Respondents shall provide a proposed training plan identifying topics covered, length of training, and training delivery method.

3.6 Demonstration of Digital Content Product(s)

Following the initial review of the submissions, Respondents may be requested to demonstrate, in person, the use of their offered Digital Content Product(s). Requests will be communicated to Respondents no later than March 27, 2019. Demonstrations are expected to be scheduled for the week of April 1, 2019.

If contacted, Respondents should provide a guide or overview to assist evaluators in navigating the Digital Content Product for further evaluation.

3.7 Invoicing

Billing and payment for purchases and distribution under this RFQ shall be directly between the Respondent and an individual LSS. Neither the MDK12 Digital Library Consortium nor MCPS as the Soliciting Agent shall receive, hold or disburse any funds, goods or other property for this or any other purpose. LSSs shall indicate where invoices are to be sent. At the end of the school year, invoices must be submitted by June 15th in order to be paid for the services rendered during the fiscal year. Invoices over a year old will not be paid. Invoicing processes are further described in the MCPS General Contract Articles, incorporated herein as Appendix A.

3.8 Data Privacy and Security

As specified in more detail in the MCPS General Contract Articles, incorporated herein as Appendix A and elsewhere in this RFQ, the Respondent will comply with all federal, state, and local laws, regulations, and ordinances applicable to the Digital Content Product, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, ("PPRA") 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable school system policies and regulations.

3.9 Selection Process

It is the intention to award to the most favorable Respondent(s) based on the evaluation criteria in Section 11.0. However, the MDK12 Digital Library Consortium and/or MCPS reserve the right to make awards according to the best interest of the MDK12 Digital Library Consortium and/or MCPS.

In determining the qualifications of a Respondent, MCPS, on behalf of the MDK12 Digital Library Consortium, will consider the Respondent's record and performance of any prior contracts with any LSS, federal departments or agencies, or other public bodies, including but not limited to the Respondent's record providing online services to LSSs or other schools or school districts. On behalf of the MDK12 Digital Library Consortium, MCPS expressly reserves the right to reject the proposal of any Respondent if the investigation discloses that the Respondent, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS and/or the MDK12 Digital Library Consortium may conduct any necessary investigation to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to MCPS, on behalf of the MDK12 Digital Library Consortium, all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying the needs and requirements for a specific contract. On behalf of the MDK12 Digital Library Consortium, MCPS reserves the right to reject any proposal if the evidence submitted by the Respondent or investigation of such Respondent fails to satisfy MCPS and the MDK12 Digital Library Consortium that such Respondent is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with the MDK12 Digital Library Consortium and participating LSSs as to the quality and the acceptability of the Respondent's services.

All Respondents submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work and provide the Digital Content Product shall be submitted with each proposal. Respondents also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. On behalf of the MDK12 Digital Library Consortium, MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

The MDK12 Digital Library Consortium reserves the right to add or delete Respondents, as well as Digital Content Products, as needed or piloted, should its requirements change during the prequalification award term. Also, nothing in this RFQ precludes LSSs from utilizing other online services for educational support at any point during the prequalification award term.

4.0 PREQUALIFICATION AWARD TERM

The initial term of each prequalification award shall be for three years, subject to the provisions of the MCPS General Contract Articles; however, the prequalification award term may not begin until one day after approval by the LSS and will conclude as stated under the prequalification award term. On behalf of the MDK12 Digital Library Consortium, MCPS reserves the right to extend the prequalification award term at existing prices, terms, and conditions for up to three additional terms for one (1) year each. Written notice indicating MCPS’ intention, on behalf of the MDK12 Digital Library Consortium, to pursue the extension of the prequalification award term will be issued to the successful Respondent(s) 90 days prior to the expiration of the original contract. The Respondent(s) shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may make a recommendation to the Board to extend the prequalification award term or decide to rebid. If the prequalification award term is extended by the Board, an amendment will be issued. MCPS and other participating LSSs also reserve the right to procure Digital Content Products as needed and deemed appropriate as per allocated budgets

5.0 PREQUALIFICATION AWARD TERMINATION

The Consortium and/or MCPS reserve the right to cancel the prequalification award in whole or in part at any time in accordance with Articles 12, 13, and/or 14 of the MCPS General Contract Articles.

6.0 REFERENCES

All Respondents shall include a list of a minimum of five references who use the Respondent’s Digital Content Products who can attest to their quality of work and, if possible, shall include both large and small school districts that have utilized the Respondents’ Digital Content Products. Include names of client, contact person, e-mail address and phone number of all references. Also, as an attachment, Respondents shall include a list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of the MDK12 Digital Library Consortium. Typically, only references of the top ranked short listed Respondents will be contacted. MCPS and the MDK12 Digital Library Consortium reserve the right to contact references other than, and/or in addition to, those furnished by a Respondent.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____		
E-mail _____		
2. _____		
E-mail _____		
3. _____		
E-mail _____		
4. _____		

E-mail _____

5. _____

E-mail _____

7.0 FORMAT OF RESPONSE

- 7.1 Response to this RFQ shall be submitted in the same order as the RFQ and provide an individual response to each RFQ specification.
- 7.2 Each Respondent shall include any and all statements and representations made within its proposal. This includes, but is not limited to, the Respondent's point-by-point response to this RFQ. If the Respondent responds only "Understand and comply," it is assumed that the Respondent complies with MCPS's understanding of the requirement.
- 7.3 A pricing proposal shall be submitted as a separate document outlining the Digital Content Product provided, the cost per LSS User, and any fees for training or professional development. Please note that participating LSSs are required, by law, to solely utilize the pricing under this RFQ and may not place independent orders with Respondents who receive prequalification awards for specific Digital Content Products for prices less than those agreed to under this RFQ.

8.0 MANDATORY SUBMISSIONS

Each Respondent must submit a complete proposal including all required information and attachments, but Respondents should not include sample materials at the time of submission. See 3.6 Demonstration of Digital Content Products for details. The response shall address each paragraph in the same order as the RFQ and provide an individual response to each RFQ specification. All proposals must be presented using the same numbering sequence and order used in this RFQ document or as otherwise specified by MCPS. Respondents may request via email to Mrs. Emily E. Anderson, CPPB, contract administrator, MCPS Procurement Unit, at [Emily E. Anderson@mcpsmd.org](mailto:Emily_E_Anderson@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

One (1) original and five (5) copies, as well as one (1) electronic version on CD or flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on CD or flash drive of the redacted response must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on March 15, 2019. Submit responses of the entire RFQ to:

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

Submissions will become the property of MCPS, on behalf of the Consortium.

The proposal must be signed by an official having authority to contract with MCPS and the other LSSs. The firm and the official's name shall be used in the contract process. On behalf of the Consortium, MCPS reserves the right to make an award without further discussion of the proposals received. On behalf of the Consortium, MCPS may negotiate with one or more Respondents who are in the competitive range. Therefore, it is important that the Respondent'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 Respondent's proposal will become a part of the official file on this matter without obligation to the Consortium and/or MCPS.

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

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

8.1 Complete Response must include:

- One unique Digital Content Product, as defined above. Single responses that contain multiple Digital Content Products, or options therein, will not be accepted. Respondents who offer multiple Digital Content Products should submit separate proposals for each.
- Point-by-point Response to each section of the RFQ, including but not limited to each subsection and bulleted list in Section 3.0.
- Separate overview of the Respondent's Digital Content Product, as well as a statement explaining its alignment with Maryland Content Standards.
- Any published evaluations of the Digital Content Product's efficacy.
- Credentials to temporarily access all components of the Digital Content Product proposed. Access will be used to complete the evaluation of the product.
- Separate Pricing Proposal. See 7.0 Format of Response.
- References. See 6.0 References.
- List of all current school district clients. See 6.0 References.
- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding Respondent's financial condition).
- Equal Opportunities Certification ([Attachment A](#)).
- Certification of Non-segregated Facilities ([Attachment B](#)).
- Minority Business Enterprise ([Attachment C](#)).
- Non-Debarment Acknowledgement ([Attachment D](#)).
- Mid-Atlantic Purchasing Team Rider Clause ([Attachment E](#)).
- Acknowledgment of MCPS General Contract Articles and Service Level Agreement. See 20.0 Contract, Appendix A MCPS General Contract Articles, and Appendix B Service Level Agreement.
- Current Form W-9
- A list of any allowable variances from, or objections to, this RFQ or the terms and conditions of the MCPS General Contract Articles, as well as a justification for any such variances or objections (a list of non-negotiable terms and conditions are provided in Section 20.0 of this RFQ).
- A redacted copy of the Respondent's proposal as specified in Sections 9.0 and 10.0.

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this RFQ may contain technical data which the Respondent 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 ("MPIA"), may be so restricted:

Provided, that Respondent 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 Respondent 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 the Consortium to use or disclose technical data obtained from another source without restriction.

The Consortium and/ or 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 10.0.

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

11.0 EVALUATION CRITERIA

On behalf of the Consortium, MCPS reserves the right to ask clarifying questions about submitted proposals. Respondents also may ask questions that they may have related to this RFQ prior to submitting their responses. See Section 12.0, Schedule of Events. Only proposals received by the deadline will be considered.

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

In addition, Respondents shall be prepared to provide a demonstration of the Digital Content Product, providing an overview of the proposed Digital Content Product, at no cost to MCPS. As appropriate, the Respondent shall be responsible for the installation of the proposed Digital Content Product and any third party software at the MCPS designated demonstration facility before the demonstration, as necessary. If requested by MCPS, qualified Respondent(s) shall provide MCPS, on behalf of the Consortium, with an opportunity to access and review the Respondent's Digital Content Product as in operation at that time, via the Internet from a MCPS computer, to ensure conformity to the requirements of this RFQ as well as for the quality and ease of the user interface.

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

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

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

11.1.1 Completeness of response.

11.1.2 Ability to perform and meet the needs of the MDK12 Digital Library Consortium (based on the criteria set forth in this RFQ, including but not limited to Section 3.0, Scope of Services).

- 11.1.3 Qualifications, reputation, and experience of the Respondent relevant to Section 3.0, Scope of Services, including specific experience in providing Digital Content Product to school districts of various sizes, as well as the Respondent's knowledge of best practices and educational research, and any applicable evaluations of the Digital Content Product's efficacy.
- 11.1.4 Qualifications, reputation, and experience of key staff that will be responsible for this contract.
- 11.1.5 Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the bidder as well as other relevant past performance information obtained from other sources known to MCPS.

A selection committee comprised of staff from LSSs participating in the MDK12 Digital Library Consortium and potentially outside stakeholders will evaluate proposals based on these criteria.

12.0 SCHEDULE OF EVENTS

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

RFQ issued:	February 25, 2019
Questions Due:	March 1, 2019
Answers Posted:	March 6, 2019
Proposals Due:	March 15, 2019
Demonstrations:	Week of April 1, 2019
Anticipated award date:	May 2019

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

13.0 PRE-PROPOSAL CONFERENCE

Not Applicable to this RFQ.

14.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the Respondent's responsibility to check the MCPS website under "Open Solicitations" <http://procurement.montgomeryschoolsmd.org/home/Bids> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Respondents 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.

15.0 eMARYLAND MARKETPLACE

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

16.0 MULTIAGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state

requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and also will 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 Respondent(s) and this contract shall be binding only upon the appropriate approved signature of 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 Respondent. 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.

17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Mrs. Emily E. Anderson, CPPB, Contract Administrator, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or e-mail to [Emily E. Anderson@mcpsmd.org](mailto:Emily.E.Anderson@mcpsmd.org). Questions are due 4:00 p.m. on March 1, 2019. Responses will be posted on eMaryland Marketplace and on MCPS’ Procurement website on March 6, 2019. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a Respondent in response to a request will be furnished to all Respondents 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 Respondents. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Respondents with any other MCPS employee, the MDK12 Digital Library Consortium, or other LSSs regarding this solicitation until the prequalification award is issued will be considered as an attempt to obtain an unfair advantage and result in non-consideration of its RFQ response. In addition, MCPS expects all Respondents to review and assure compliance throughout the RFQ process with Board Policy BBB, *Ethics*, and MCPS Regulation GCA-RA, *Employee Conflict of Interest*.

The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

18.0 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 Respondent’s lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

19.0 BID PROTESTS

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

20.0 CONTRACT

Each participating LSS may, in its discretion, enter a contractual agreement with Respondent(s) to whom the prequalification award is made and such contracts shall include the MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, as well as the the Service Level Agreement, attached hereto and incorporated herein as Appendix B, as part of the contractual agreement, except and unless modified by the participating LSS. Proposals must clearly identify any variances from or objections to the specifications in this RFQ, as well as the terms and conditions of the MCPS General Contract Articles and the Service Level Agreement. Lacking any response to the contrary, MCPS, on behalf of the Consortium, will infer that the Respondent agrees to the specifications of this RFQ, as well as each term and condition of the MCPS General Contract Articles and the Service Level Agreement. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5-6, 12-14, 16-18, 21-24, 26, 28, and 29 of the MCPS General Contract Articles are non-negotiable.**

In addition, with regard to Article 8.D. of the MCPS General Contract Articles, MCPS or any participating LSS reserves the right to submit payment in the form of credit card, Single Use Account (SUA), or Automated Clearing House (ACH). The Respondent shall not assess MCPS or any participating LSS with any additional charge, fee, or price for the use of these electronic payment methods.

21.0 NOTICE TO RESPONDENTS

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

I. RESPONDENT 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. RESPONDENT'S CONTACT INFORMATION: This will be filed as your permanent contact information.

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

III. RESPONDENT'S CERTIFICATION: Upon notification of award, this document in its entirety is incorporated into the awarded Respondent'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 _____