

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

Request for Qualifications # 4347.3, Student Photography Services for
Montgomery County Public Schools

1.0 INTENT

The intent of this Request for Qualifications (RFQ) is to prequalify one or more organizations or entities that provide professional quality photography services to provide the following for schools operated by Montgomery County Public Schools, doing business on behalf of the Board of Education of Montgomery County: photographs of all students and staff (during the fall and spring for each elementary school, and annual services for each secondary school); identification cards for all students and staff; yearbooks for all elementary schools; and other items as needed.

2.0 INTRODUCTION

Montgomery County Public Schools (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2022–2023 school year, MCPS served more than 160,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,500 employees. Among the 210 schools that MCPS operates, 42 are National Blue-Ribbon schools. Six MCPS high schools rank in the top 200 of The Washington Post’s 2015 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation’s largest school districts, according to an Education Week report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2022-2023 are as follows:

Hispanic/Latino: 34.6%
White: 24.4%
Black or African American: 21.8%
Asian: 13.9%
Two or more races: ≤ 5.1%
American Indian or Alaskan Native: ≤5.0%
Native Hawaiian or other Pacific Islander: ≤5.0%
English for Speakers of Other Languages (ESOL): 18.2%
Students receiving free & reduced-price meals (FARMS): 33.3%
Students receiving special education services: 11.7%

3.0 SCOPE OF SERVICES

Photographer(s) shall provide all necessary materials, equipment, supplies, and labor resources to provide professional quality photography services in accordance with the following general requirements.

All offerors submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with

each proposal. Offerors also shall demonstrate that they have adequate staff to perform the required services.

3.1 Photographer Representative

Photographer(s) shall provide experienced representative(s) who will work on a regular basis with school personnel to answer any questions regarding production or financial matters pertaining to the individual services required. **The expectation is that the representative will be highly responsive.**

Photographer guarantees that all employees and subcontractors assigned to work at MCPS locations will conduct themselves in a responsible, courteous and professional manner.

Photographer representatives will meet all requirements as stated in Article 21. Obligations Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities.

3.2 Communication with Principal or Designee

Photographer representative(s) shall meet with the principal or designee prior to any photography session to agree upon specific dates, commission structure, and to resolve any logistical/contractual issues.

Any additional items negotiated with individual schools shall be agreed upon in writing.

Photographer(s) shall schedule in-school consultation when it is deemed necessary by the school.

3.3 Approval and Use of Photographs

No pictures other than those approved by the principal may be offered for sale. All pictures not approved for sale shall be destroyed by the photographer.

Under no circumstances may photographer(s) release, disclose, sell or otherwise use student names, addresses, or other personally identifiable information regarding students or their parents/guardians. Photographer(s) may only use this information for purposes required under this contract. Failure to comply with the requirement shall be considered contract default and may be cause for contract termination and/or legal action.

3.4 Communication with Families

Photographer(s) shall provide initial and reminder fliers and posters in a timely manner. These fliers and posters shall include price information and photographer's name, hours available at the site, web address, and telephone number.

Photographer(s) shall provide information on procedures for collection of money for pre-paid and other packages. If the photographer does not collect money directly from students, the school may require the photographer to arrange daily pick up of money collected.

Photographer(s) are highly encouraged to offer online service capabilities with secure credit card payment services. Photographer(s) shall provide schools with supporting documents for online sales.

All order forms regarding Senior Portraits will be in **gender-neutral terms** (ex. Tux, Drape, Black Formal Attire).

There shall be no charge to the student or parents for the standard yearbook portrait or identification card. This information shall be stated on all applicable materials sent to students and parents.

Students and parents are under no obligation to purchase portrait packages, and, consistent with applicable state laws, service providers will not be permitted send unsolicited packages home with students and charge parents/guardians who fail to return the packages. This information shall be stated on all applicable materials sent to students and parents.

Photographer(s) shall guarantee refunds or retake the picture if necessary at the option of the student or parents. The photographer(s) shall not charge, or threaten to charge, fees for retaking photographs regardless of the reason for the retake, but retakes without charge are limited to one, with additional retakes provided for an additional cost to the student or staff member.

3.5 Picture Day

Photographer(s) shall provide all support personnel to organize and maintain the picture-taking process and collection of monies.

All photographs shall be taken with state-of-the-art, professional quality photography equipment.

Photographer(s) shall provide a sufficient number of cameras and personnel to allow completion of photographs within a time period deemed acceptable by the principal. Photographer(s) should adhere to or comply with the standard of one camera per 300 students to satisfy this requirement.

Photographer(s) shall take individual color photographs of all students and staff on site, regardless of potential for purchase.

All students and staff shall be photographed by highly trained professional photographers who have the desire to present the subject with an outstanding portrait. Students will be posed pleasantly in appearance, with uniformity in face and eye direction for the yearbook.

Photographer(s) shall issue an identification card at the time of photograph sitting to all students and staff members.

3.6 Retakes

Photographer representative will schedule retake day(s) with the principal or designee.

Photographer(s) shall guarantee refunds or retake the picture if necessary at the option of the student or parents. The photographer(s) shall not charge, or threaten to charge, fees for retaking photographs regardless of the reason for the retake, but retakes without charge are limited to one, with additional retakes provided for an additional cost to the student or staff member.

The photographer(s) ideally would be located in Maryland, Virginia, DC area with published hours for picture retakes. All photographer(s) shall provide a local or toll-free number and office hours for picture retakes.

3.7 Quality

Photographer(s) shall print all photographs on quality paper.

The quality of all photographs shall be superior, shall meet all yearbook publication requirements (uniform sizing/cropping, pose, head size, background color and/or attire) and shall be deemed satisfactory to students, parents, and publication staff and/or advisor.

3.8 Delivery of Photo Packages

Photographer(s) shall identify for school use the students photographed during the initial and retake sessions, and deliver to the school the individual photo packages labeled with student names. The school and photographer shall mutually determine the sorting arrangement of the packages. An example of this may be alphabetically by student and arranged by teacher/period.

Photographer(s) shall provide prepaid labels for the return of photo packages, if needed.

3.9 Candid and Group Photos

Photographer(s) shall make trips to school as necessary to cover candid, club, and group pictures.

3.10 Senior Portraits

For Senior Portraits, photographer will offer the options of Tux, Drape, or Black Formal Attire.

All order forms regarding Senior Portraits will be in **gender-neutral terms** (ex. Tux, Drape, Black Formal Attire).

3.11 Identification Cards and Replacement

Photographer(s) shall issue an identification card to all students and staff members **at the time of photograph sitting**.

Photographer must submit a sample ID to the Department of Food & Nutrition Services (DFNS) for approval upon contracting with a school. Specifications are attached, see Attachment I, ID Card Specifications.

Schools are expected to provide identification cards promptly when cards are lost or new students are enrolled. **This capability should be outlined in the response.**

Photographer(s) must specify the type of equipment and supplies to be used along with their compatibility with our food service and library point of sale systems. (See Attachment I, ID Card Specifications)

3.12 Year Book Photos

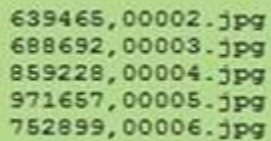
Photographer will provide student and staff photos as well as candid and group photos for the yearbook. **Representative will coordinate with the principal, designee, or yearbook coordinator to ensure photos are provided in a timely manner.**

The expectation is that the representative will be highly responsive.

3.13 Media Center

Student IDs are used by students in school Media Centers.

Photographer will provide the school media center with a digital folder containing student images and a **map** file (IDLINK), containing the student ID number followed by an image name or number. (NOTE: The image name may be the student ID number). Example for Map file is below.



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639465,00002.jpg
698692,00003.jpg
859228,00004.jpg
971657,00005.jpg
752899,00006.jpg
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3.14 Data Files for School Administration

Photographer(s) shall provide a data file of student photographs for use by the school administration within fifteen (15) calendar days. The photograph database shall be compatible with the MCPS student database.

3.15 Elementary School Yearbook Publishing

Elementary schools require a range of yearbook options, from lower to higher cost.

Elementary level yearbook publishing is **optional** for respondents of this RFQ.

Indicate, Yes or No, on **Attachment J- Elementary Yearbook Publishing**. If offering elementary school yearbook publishing, submit samples of elementary level yearbooks and pricing.

If responding to this RFQ **only** to offer elementary school yearbooks, submit all items as described in Section 13.0, Mandatory Submissions, *except Attachment I – ID Card Specifications*. Indicate, Yes on **Attachment J- Elementary Yearbook Publishing** and submit samples of elementary level yearbooks and pricing.

3.16 Financial Obligation

The school or school system shall not be liable for any bad debts incurred as a result of the sale of school pictures. Collection of bad debts is the responsibility of the contractor.

3.17 Commissions and Reporting

Photographer will submit a copy of each fully-executed individual school agreements to the Division of Procurement. Send to: Procurement@mcpsmd.org. Subject Line: STUDENT PHOTOGRAPHY CONTRACT VENDOR NAME – SCHOOL NAME.

Photographer will issue reporting with each commission throughout the year and full-year reporting with the final commission.

Photographer(s) shall provide each school with a list to include: students photographed, students not photographed, and list of orders placed by students.

Photographer(s) shall provide schools with supporting documents for online sales.

Photographer(s) shall issue final commissions to schools within thirty (30) days of receipt of final payments from customers. **The vendor shall provide a comprehensive report at the end of the year showing all commissions earned by the school, including the date and amount of each check.** At the time payment is made to the school, the photographer shall provide a full and complete accounting to substantiate all commissions paid.

4.0 DELIVERABLES – Not Applicable

5.0 PROJECT OFFICER – Not Applicable

6.0 PROVISION FOR PRICE ADJUSTMENT – Not Applicable

7.0 OWNERSHIP

No pictures other than those approved by the principal may be offered for sale. All pictures not approved for sale shall be destroyed by the photographer.

Under no circumstances may photographer(s) release, disclose, sell or otherwise use student names, addresses, or other personally identifiable information regarding students or their parents/guardians. Photographer(s) may only use this information for purposed required under this contract. Failure to comply with the requirement shall be considered contract default and may be cause for contract termination and/or legal action.

8.0 CONTRACT TERM

The initial term of contract shall be one (1) year as stipulated on the RFP. However, the contract may not begin until one day after approval by the MCPS Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions annually if mutually agreed upon. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (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 MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued

9.0 CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a Respondent General Contract Articles.

10.0 REFERENCES

All respondents shall include a list of a minimum of three non-MCPS references from current clients who use the firm's photography services who can attest to the firm's quality of work. All respondents shall also include contact information for a minimum of three former non-MCPS clients (within the last two years) that used the firm's photography services. Include name of client, contact person, email address and phone number for each reference. Offerors shall include a list of all current school district clients, if applicable.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top-ranked short-listed respondents are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a respondent.

Required Response
SEE ATTACHMENT G – References

12.0 FORMAT OF RESPONSE

12.1 Proposals shall be submitted in the same order as the RFQ. 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.

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

12.2 Photographer candidates may contact Julie E. Johnson to receive the RFQ document in word format to help them in preparing their response, [Julie E Johnson@mcpsmd.org](mailto:Julie_E_Johnson@mcpsmd.org). **Responses to this RFQ are due on or before 2:00 p.m. on Friday, November 17, 2023, at the address below. Submit one (1) original printed proposal and two (2) printed copies and, on a USB flash drive, the original and a redacted version. Send by mail, courier, or hand deliver to:**

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

12.3 The redacted copy shall specifically identify confidential business information or technical data which the bidder or his subcontractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted, provided, that if a contract is awarded to this bidder as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract. This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction. MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed.

12.4 MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one respondent who submits the best proposal or with two or more respondents who are in the competitive range. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that your proposal will become a part of the official file on this matter without obligation to MCPS.

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

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

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

12.8 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.

13.0 MANDATORY SUBMISSIONS

Complete Response must include:

Point by Point Response to each section of the RFQ

Current Form W-9

Proof of Permanent Place of Business

Proof of Required Licenses

Sample Individual School Agreement

Sample Fliers and Promotional Materials

Sample Pricing and Commission Structures *

Sample Elementary Yearbooks and Pricing, if Applicable

Capability & Process for New/Replacement ID Cards

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.

Attachment A - Equal Opportunity Certification

Attachment B - Certification of Nonsegregated Facilities

Attachment C - SLMBE (Small Local and Minority Business Enterprise)

Attachment D - Non-Debarment Acknowledgement

Attachment E – MAPT Cooperative Rider

Attachment F – Online Data Resource Form

Attachment G – References

Attachment H – Offer’s Information and Certification

Attachment I – ID Card Specifications

Attachment J – Elementary Yearbook Publishing

Proposal – Printed Original and Two Copies

Proposal – Electronic Original plus Redacted on USB flash drive

*Sample Pricing and Commission Structures shall include sample price schedules for student photography services, special projects, and structures that specify any amounts paid by the offeror to the schools (such as flat rate, signing bonus, and/or percentage of sales).

14.0 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 12.0.

15.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean 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.

16.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFQ prior to submitting their responses. See Section 17.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

In determining the qualifications of an offeror, MCPS will consider the offeror’s record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the offeror’s record providing photography services to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any offeror if the investigation discloses that the offeror, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the offeror to perform the work, and the offeror shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS’ needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the offeror or investigation of such offeror fails to satisfy MCPS that such offeror is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder’s services. In addition, MCPS reserves the right to make on-site visits of offerors who currently operate photography services during normal business hours to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

MCPS reserves the right to convene a meeting with the top qualified offerors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal. In addition, vendors shall be prepared to provide a product and services demonstration, providing an overview of the proposed product and services at no cost to MCPS. As appropriate, the vendor shall be responsible for the installation of the proposed products and services and any third-party software at the District-designated demonstration facility before the demonstration, as necessary. If requested by MCPS, the top qualified offeror or offeror shall provide MCPS with an opportunity to access and review the vendor's system 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 offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, offerors 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. Selection will be made on the basis of the criteria listed below.

1. Completeness of Response
2. Conformance to Specifications
3. Ability to perform (based on the criteria set forth in this RFQ, including but not limited to Section 3.0 Scope of Services)
4. References
5. Pricing Structure
6. Past Performance
7. Services and Support
8. Pricing and Package Options
9. Location of Offices

17.0 SCHEDULE OF EVENTS

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

<u>Event</u>	<u>Date Proposed</u>
RFQ issued:	10/30/23
Vendor Questions Due:	11/8/23
Responses to Questions Posted:	11/13/23
Proposals Due:	11/17/23

Anticipated award date: January 12, 2024

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

18.0 PREBID CONFERENCE – Not Applicable**19.0 ADDENDA/ERRATA**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the “Vendor Event Calendar” on the MCPS website available at <http://www.montgomeryschoolsmd.org/departments/procurement/> or to contact Julie E. Johnson, CPPB, Buyer II in 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. Offerors 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.

20.0 eMARYLAND MARKETPLACE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland

21.0 Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, other non-public schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

22.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing, to Julie E. Johnson, CPPB, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, MD 20850, fax number 301-279-3097 or Julie_E_Johnson@mcpsmd.org. See Section 17.0, Schedule of Events for question submission due date. MCPS will not be responsible for any oral or telephone explanation or interpretation. **Vendor contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its response.** The MCPS Procurement website address is <http://montgomeryschoolsmd.org/departments/procurement/>.

23.0 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.

24.0 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 offeror making the protest.

25.0 CONTRACT

MCPS intends for individual schools to enter into contractual agreements 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 agreements, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFQ 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 RFQ 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.**

As a note of clarification, Article 19 of the MCPS General Contract Articles applies to any products or services that the Offeror develops specifically for MCPS pursuant to this RFQ, not to the Offeror's existing off-the-shelf products and services. MCPS understands and acknowledges that the Offeror retains all intellectual property rights to its existing off-the-shelf products and services and that MCPS will be granted licenses to utilize such products and services.

Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third-party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s).

MCPS reserves the right to delete services, or add additional services or additional photographers throughout the contract term should MCPS determine, in its sole discretion, that there is a need for such additional services or photographers.

Service providers may enter into an individual school agreement with a school for a maximum contract term of one school year. The service provider may not enter into an individual school agreement with a school that is inconsistent with the terms of this RFQ and the MCPS General Contracting Articles; in the event of a conflict, this RFQ and the MCPS General Contracting Articles shall take precedence over any individual school agreement.

Photographer will submit a copy of each fully-executed individual school agreements to the Division of Procurement. Send to: Procurement@mcpsmd.org. Subject Line: STUDENT PHOTOGRAPHY CONTRACT VENDOR NAME – SCHOOL NAME.

26.0 NOTICE TO OFFERORS

Required Response

SEE ATTACHMENT H - Offer's Information and Certification