

April 20, 2022

RFP Number: 4360.2
Due Date: May 11, 2022
Open Time: 2:00 p.m.

To: Prospective Offerors:

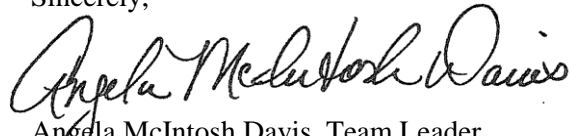
Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) from qualified contractors for a Certified Athletic Trainer (ATC) Program. Contracts shall be awarded and performed in accordance with the attached specifications, terms, and general conditions. The intent is to have a separate ATC at each of the 25 MCPS high schools

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on May 11, 2022. Submissions received after this date and time will not be considered.

The contractor must submit their offer per the instructions under the RFP, Section 19.0 Submission Guidelines. The submission 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,



Angela McIntosh Davis, Team Leader
Procurement Unit

AMD
Enclosure

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

**Request for Proposal No. 4360.2,
Certified Athletic Trainer Program in Montgomery County Public Schools (MCPS)**

1.0 INTENT

Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) from qualified contractors for a Certified Athletic Trainer (ATC) Program. Contracts shall be awarded and performed in accordance with the attached specifications, terms, and general conditions. The intent is to have a separate ATC at each of the 25 MCPS high schools.

2.0 BACKGROUND

The MCPS system is the largest school system in Maryland and one of the oldest and largest (14th) school systems in the United States. MCPS serves approximately 160,500 students at 209 schools. MCPS has approximately 24,500 active employees.

The MCPS high school interscholastic athletics program consists of 20 sports, with 31 varsity-level teams and 13 junior varsity-level teams available at each high school. There are over 1,000 high school interscholastic athletic teams systemwide. This particular solicitation is to provide separate athletic trainers at each of the twenty-five (25) MCPS high schools, as outlined in Section 3, *Scope of Services*.

The following sports are offered for the following three seasons:

<u>Fall</u>	<u>Winter</u>	<u>Spring</u>
Cheerleading	Basketball	Baseball
Cross Country	Cheerleading	Gymnastics
Field Hockey	Pompons	Lacrosse
Football	Swimming & Diving	Outdoor Track
Golf	Indoor Track	Softball
Pompons	Bocce	Boys' Tennis
Soccer	Wrestling	Girls' Tennis
Team Handball		Boys' Volleyball
Girls' Volleyball		Coed Volleyball
		Allied Softball

3.0 SCOPE OF SERVICES

3.1 General

Contractor shall provide separate certified athletic trainers (ATCs) per a specified number of schools to help assure the welfare, safety, and health of student-athletes. The ATCs will be certified by the National Athletic Trainers Association (NATA). There are twenty-five (25) high schools in MCPS. ATCs will work under the immediate supervision of the school athletics specialist (AD). ATCs shall be in charge of supervising the athletic training room and assisting in monitoring the health and safety of student-athletes at practices and during home athletic contests. The athletic trainer shall perform varied duties involving the care, prevention and rehabilitation of injuries associated with participation on interscholastic athletic teams. Contract shall be performed in accordance with the terms, specifications and conditions contained herein.

ATCs shall provide coverage for practices, conditioning sessions, and home regular season and playoff contests for their designated MCPS high school according to the comprehensive athletic schedule issued annually in early-August by MCPS and the Maryland Public Secondary Schools Athletic Association. ATCs will also provide coverage for summer conditioning and school-sponsored skill development activities.

3.2 Hours / Time Span

ATC services shall be for an average of 30-35 hours per week during the three sports seasons, approximately 42 weeks during the school year, beginning in early August and ending approximately June 1st of the subsequent year; additionally, during the summer months (approximately June 1st through early August), services shall be for an average of 15 hours per week. Specific times may vary by school, school holidays, and season. The majority of the work will be on weekday afternoons and evenings, including many Saturdays. Morning hours may be required on weekdays during the summer. The specific schedule will be developed in conjunction with the school athletics specialist.

3.3 Number of Schools

It is preferred that contractors have demonstrated the capacity to provide specified services to multiple schools, covering a minimum of one-quarter (six-seven) of the 25 MCPS high schools. Vendors who can service fewer than six schools will also be considered. Contractors will indicate their preference on whether they prefer to bid on fewer than six schools (designate number); 6-7 high schools (approximately one-quarter of MCPS high schools); 12-13 high schools (approximately one-half of MCPS high schools); or all 25 high schools. One or multiple vendors may be awarded contracts.

3.4 Responsibilities

Contractor shall provide certified athletic trainers (ATCs) who shall perform functions within their professional scope of practice, as established by the National Athletic Trainers Association (NATA) under the six domains of athletic training (items A – F below). Also, trainers shall be responsible for helping to implement school or MCPS systemwide responsibilities related to the health and safety of student-athletes (item G below).

A. Prevention

- Attendance at home athletic contests and practices
- Education of coaches and student-athletes in health, nutrition, and safety related matters
- Assistance in developing team conditioning programs
- Assistance in screening student-athletes for participation, including collection and review of physical evaluations
- Assistance in safety inspection of facilities
- Assistance in developing emergency action plans
- Assistance in implementing system-wide concussion and heat acclimatization plans
- Assistance in determining ambient temperatures and heat-related restrictions
- Assistance in implementing baseline concussion testing.

B. Clinical Evaluation and Diagnosis

- Assessment of emergency conditions or situations
- Evaluation of acute and chronic athletic injuries or conditions
- Recognition of general medical conditions.

C. Immediate Care

- Implementation of standard emergency first aid procedures
- Recommendations for follow-up treatment
- Coordination/Activation of emergency medical care.

D. Treatment, Rehabilitation, and Reconditioning

- Application of appropriate interventions regarding athletic injuries
- Recommendations and monitoring of rehabilitation exercises for athletic injuries
- Instruction on methods for maintaining overall body conditioning while injured
- Education of the injury and direction of care
- Supervision of student-athletes' return to activity
- Referral of student-athletes to more specialized care for injury management
- Coordination of outside care and treatments.

E. Organization and Administration

- Maintenance of athletic training room
- Inventory of all athletic training room supplies and resources
- Accurate, current documentation of all daily treatments, injuries, and referrals using the designated MCPS program
- Assistance in completing Injury Reports/Emergency Medical Reports
- Creation of end-of-season injury summaries using the designated MCPS program
- Routine communication between parent or guardian, coach, and therapist or physician.

F. Professional Responsibilities

- Maintain a high level of professionalism at all times
- Comply with all local, state, and federal rules, requirements, regulations, and laws related to athletic training

- Report any suspected or known violation of a rule, requirement, or law to proper authorities.

G. Additional Responsibilities

- Conducting CPR/AED certification training for coaches and athletic department personnel
- Assistance in presenting the MCPS Health & Safety PowerPoint to student-athletes
- Assistance in implementing school system health and safety guidelines and procedures
- Attendance at countywide ATC meetings
- Assistance in the systemwide wrestling weight certification (two sessions)
- Assistance at countywide, MCPS, and regional championship contests and competitions.
- Completion of the MCPS *Three-step Qualification Training for EpiPen Administration for Selected School Personnel*
- Representation on the MCPS Student-Athlete Medical Advisory Committee, as requested

4.0 REQUIREMENTS

4.1 Supplemental / Follow-Up Services

Contractor shall have a relationship with one or multiple medical or training facilities. These facilities shall have the capacity to provide potential follow-up medical or training services for injured student-athletes. Parents and student-athletes will not be required to utilize these medical facilities or services, but they shall be available upon request.

4.2 Certification

All Certified Athletic Trainers (ATCs) provided by the contractor shall be certified by the National Athletic Trainers' Association (NATA) Board of Certification (BOC) and licensed in the State of Maryland. All ATCs practicing in the State of Maryland shall have to acquire a state issued professional license. This shall involve an application as well as a signed Evaluate and Treat Protocol by a Medical Director.

4.3 Background Checks

Employment is contingent on the results of a criminal background investigation. Any employee or service provider with a disqualifying background will not be permitted to work or serve in the Montgomery County Public Schools without any penalty whatsoever to MCPS.

5.0 PREFERENCES / SCHOOL ASSIGNMENTS

Please indicate your organization's top preferences in the areas below:

- 5.1 Under the conditions described in Section 3 (Scope of Services), how many schools would your organization be able to cover: _____ (indicate number of schools)

5.2 Preferred Number of Schools (indicate 1, 2, or 3 for each of the below, with 1 being most preferred. If one or more of the options are unacceptable, leave it/them blank):

All (25 schools) Half (12-13 schools) One-quarter (6-7 schools)
 Less than 6 (indicate number)

5.3 Preferred Locations of Schools (check/indicate one or more responses):

North South East West Central
 No Preference

Comments: _____

5.4 Preferred High Schools (indicate your organization's five most preferred high schools, or indicate that it has no preferences; additional schools may also be added for consideration):

Schools: _____

6.0 JURISDICTION

6.1 Immediate Return-to-Play Protocol

The ATC shall have the final determination on whether a student-athlete may return to action immediately following an injury, providing that a different, specific individual has not been delegated that authority for a particular event.

If one school does not have an ATC present but another school does, the attending ATC (usually provided by the host school) shall make the final determination on whether a student-athlete may return to a contest.

6.2 General Return-to-Play Protocol

Following serious injuries, the student-athlete must receive permission from both the ATC and written permission from a physician before the student-athlete may be allowed to resume participation.

Procedures described in the *MCPS Concussion Plan* shall be followed in instances where a student-athlete has been removed from a practice because of a possible concussion.

6.3 Coordination of Efforts

The ATC shall coordinate with the student-athlete's primary care physician on any and all follow up care and treatment. If the student-athlete is not referred to his/her physician, the ATC shall perform follow up care recommended by the supervising doctor or medical personnel.

If an injury occurred at an away contest, the attending ATC shall contact the ATC from the other (visiting school) regarding the injury that evening or the next day.

7.0 MCPS RESPONSIBILITIES

7.1 Reasonable and Necessary Assistance

MCPS shall provide all assistance deemed reasonable and necessary to help the contractor address the obligations specified herein as it relates to current MCPS operations, documentation, required information and assistance.

7.2 Equipment and Facilities

MCPS shall provide the following equipment and facilities:

- First-aid supplies and equipment necessary to perform the functions specified herein
- Adequate and acceptable space for use as an athletic training facility at each school
- Computer/electronic device, printer, phone line.

7.3 Exclusivity

Grant contractor exclusivity as supplier of athletic training services to each of the high schools assigned to the vendor as part of this contract. This condition includes, but is not limited to, the display of banners, advertisements at school events, schedule cards, program, etc.

7.4 Parent Consent

Obtain consent from each student athlete's parent or guardian for the ATC to share medically based information with the student athlete's physicians, therapists involved in providing treatment, and emergency response personnel in the field.

8.0 CONTRACT TERM

The initial term of contract shall be for one (1) year as stipulated in the RFP. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to two (2) additional one (1) year periods. Written notice indicating the intention of MCPS to pursue the extension of the contract will be issued to the successful vendor ninety (90) days prior to the expiration of the original contract. The contractor will 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 of Education (BOE) to extend the contract or decide to rebid. If the contract is extended by the BOE, a contract amendment will be issued.

9.0 PROJECT MANAGER

After MCPS Board approval the contract will be performed under supervision of Dr. Jeffrey Sullivan, director, Systemwide Athletics. The secondary manager is Ms. Anne Rossiter, compliance specialist, systemwide athletics. Any schedule changes shall be given to the primary MCPS Project Manager first. If agreed upon by MCPS and the contractor, a contract amendment shall be issued and signed by the director of the Department of Materials Management.

Montgomery County Public Schools
Attention: Jeffrey K. Sullivan, Director of Systemwide Athletics
850 Hungerford Drive
Suite 174

Rockville, MD 20850
Phone: 240-740-5650

10.0 COST

- 10.1** MCPS will pay contractor for services at a rate of \$40,000 per high school. This rate will apply to services at all home regular season and county/region/district playoff contests, along with coverage at practices and summer activities, consistent with section 3.2. This also includes county playoff games/tournaments conducted on pre-designated sites (schedule determined by the central Athletics Unit) and the annual wrestling weight certifications, along with all responsibilities outlined in section 3.4. The cost of CPR/AED recertification for coaches and athletic department personnel and other responsibilities outlined in this proposal are also included in the comprehensive payment per school.
- 10.2** In addition, MCPS will pay vendor at a rate of \$35 per hour/per trainer for services provided at regular season optional tournaments conducted by the local school and other state events not covered in section 10.1.

11.0 INVOICING

Payments shall be made seasonally, upon completion of the respective three athletic seasons (fall, winter, and spring) or once annually. If seasonal invoices are used, the spring invoice will include summer hours. The vendor shall submit invoices in duplicate, one (1) copy to the Interscholastic Athletics Unit for payment approval and one (1) copy electronically to the Division of Controller, Accounts Payable (accountspayable@mcpsmd.org) at Montgomery County Public Schools, 45 West Gude Drive, Suite 3200, Rockville, MD 20850-9999. **All invoices and proposals will be clearly marked with the purchase order number and shall identify pertinent information such as hourly rate, students tested, and the type of services performed.**

Invoice for events paid at the rate of \$35 per hour/per trainer for services provided at regular season optional tournaments conducted by the local school and other state events not covered in section 10.1 will be billed directly to the school or the Maryland Public Secondary Schools Athletic Association, as appropriate.

11.0 CONTRACT TERMINATION

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

13.0 REFERENCES

References shall be for services of similar size and scope, and should be from customers who completed implementation of a similar athletic trainer program based on a requirements study and RFP prepared by the vendor. Vendors must supply four (4) customer references.

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

14.0 INSURANCE REQUIREMENTS

The contractor shall maintain Comprehensive Business insurance for protection from claims under the Workmen’s Compensation Act, claims for damages because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage.

Prior to the execution of the contract by Montgomery County Public Schools (MCPS), the proposed awardee must obtain at its own cost and expense, and keep in force and effect until termination of the contractual relationship with MCPS, the following insurance with insurance company/companies licensed to do business in the State of Maryland as evidenced by a certificate of insurance and/or copies of the insurance policies. Contractor’s insurance shall be primary.

Commercial General Liability

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$1,000,000 policy limits
- Bodily Injury by Disease - \$500,000 each employee

Additional Insured

Montgomery County Public Schools must be named as an additional insured on all liability policies.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder:

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

The Contractor shall provide MCPS with a Certificate of Insurance evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall email a copy within two (2) business days of its receipt to the MCPS Procurement Unit drop box at procurement@mcpsmd.org. The Contractor, if requested by MCPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

15.0 FORMAT OF RESPONSE

15.1 Response to this RFP should be in the same sectional format and sequence as this RFP and provide an individual response to each RFP specification in. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by the MCPS. Vendors may e-mail Angela_S_McIntosh-Davis@mcpsmd.org to receive a copy of the Word document to help them prepare their responses.

15.2 Vendors must include any and all statements and representations made within its proposal in the contract for *services* with MCPS. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.

15.3 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.

16.0 EVALUATION CRITERIA

16.1 Offerors are required to furnish satisfactory evidence that they are qualified to perform the required scope of work on which they are bidding and maintain a regularly established place of business. Bidders will be evaluated based on their proposals. Therefore, vendors are encouraged to provide all required information in their proposal to show proof of their qualifications.

16.2 MCPS reserves the right to convene a meeting with the top qualified vendors 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 the MCPS project manager shall be cause to reject the apparent low bid; and to consider the next lowest responsive bidder.

16.3 Any proposal failing to meet minimum requirements may be disqualified and no score assigned. The proposal receiving the highest number of points shall be selected. A committee shall assign the points and make the decision concerning the amount of points assigned in each area. The proposal will be evaluated as follows:

16.4 Evaluation criteria. Proposals meeting all requisite criteria will be evaluated further. Those who do not meet requisite criteria will not be evaluated further. Evaluation criteria are:

1. Clear evidence of the offeror' s experience and understanding of the function of athletic trainers in a high school setting
2. Ability of the offer's personnel and business systems to meet MCPS general and specific requirements, as demonstrated and as verified by references
3. Level, quality and type of client training, support and technical assistance provided
4. Capacity to provide services to the indicated number of high schools
5. Agreement to provide services at a rate indicated in Section 10
6. References, see 13.0 References

17.0 SCHEDULE OF EVENTS

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

RFP issued: Monday, April 20, 2022
Questions Due: Tuesday, April 28, 2022
Proposals Due: Monday, May 11, 2022, 2:00 p.m.
Anticipated award date: June 2022

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

18.0 PREBID CONFERENCE

Not applicable to this RFP.

19.0 SUBMISSION GUIDELINES

The response shall address each RFP specification. Vendors may request via e-mail to Mrs. Angela McIntosh-Davis, team leader, Procurement Unit, at [Angela S McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org) the Microsoft Word document of the RFP to help them in preparing their response.

One (1) original, three (3) copies, and one redacted copy as well as one (1) electronic version of the original and redacted copy on flash drive must be sent by mail, courier or hand-delivery and shall be bound with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents.

The redacted copy shall not include confidential business information or technical data which the bidder or subcontractor bidder 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.

Proposals are to be received no later than 2:00 p.m., on Wednesday, May 11, 2022. Submit responses of the entire RFP proposal to:

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

Please note that the Board or 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.

20.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website, under "Event Calendar" or contact the Procurement Unit at 240-740-7600 to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive. MCPS website is:

<http://www.montgomeryschoolsmd.org/departments/procurement/>

21.0 VENDOR OBLIGATION

Please refer to Article 21. Obligations Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities, of the MCPS General Contracting Articles, Appendix A.

22.0 MULTI-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this

contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing *is* based on the specifications provided in this solicitation.

23.0 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 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.

24.0 INQUIRES

Inquiries regarding this solicitation must be submitted in writing, to Angela McIntosh-Davis, CPPB, team leader, Montgomery County Public Schools, Procurement Unit via email at angela_s_mcintosh-davis@mcpsmd.org. The MCPS Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation until the contract is awarded by the MCPS Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

25.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the bidder’s lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

26.0 PLACE OF PERFORMANCE

The work shall be performed at various Montgomery County Public School locations within Montgomery County, MD.

27.0 CERTIFICATION

The two forms separately attached to this RFP, Equal Opportunities Certification and Certification of Non-segregated Facilities, must accompany the proposal. Evaluation of proposals is dependent upon satisfactory completion of these forms.

28.0 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 subcontractors 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. Article 18, Data Collection is not applicable to this RFP.**

29.0 NOTICE TO OFFERORS

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.

(See next page)

I. OFFEROR 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. OFFEROR'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 _____

OFFEROR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded Offeror'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 _____