

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

Request for Proposal No. 4366.3
MCPS GIVE BACKpacks Program

1.0 INTENT

The purpose of this Request for Proposal (RFP) is for the Montgomery County Public Schools (MCPS) Department of Partnerships in collaboration with the MCPS Educational Foundation, Inc., to seek a qualified vendor to provide backpacks and school supplies for the MCPS GIVE BACKpacks campaign. The vendor will provide *between 10,000 to 60,000* affordable, high-quality backpacks, pre-packaged with specified school supplies, to elementary and secondary students each year.

The MCPS GIVE BACKpacks campaign was created in 2013, in response to a growing need in Montgomery County. Many families experience financial challenges and need assistance providing their children with school supplies. Currently, more than 70,288 MCPS students receive free and reduced-price meals—an indicator of poverty and that many more are living on the cusp of poverty.

In an effort to provide high quality backpacks and school supplies to students, MCPS in partnership with the MCPS Educational Foundation, local businesses and community organizations, and a host of other partners, engages in a robust fundraising campaign. During the 2021-2022 school year, the MCPS GIVE BACKpacks campaign was able to provide school supplies to more than 18,000 students.

Ultimately, the backpacks and supplies provided through this campaign will help defray beginning of the school year costs for students and families in need.

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 2020–2021 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:

- White: 24.4%
- Hispanic/Latino: 34.6%
- 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%
- Students receiving free & reduced-price meals (FARMS): 33.3%
- English for Speakers of Other Languages (ESOL): 18.2%
- Students receiving special education services: 11.7%

3.0 SCOPE OF SERVICES

The vendor will provide *between 10,000 to 60,000* affordable, high-quality backpacks and specified school supplies to elementary and secondary students each year.

3.1 Proposals should address the entire scope of services. Requirements include:

- a) Purchasing high-quality backpacks and specified school supplies for elementary and secondary schools as a part of the MCPS GIVE BACKpacks campaign
- b) Pre-packaging the supplies in the backpacks to serve as “backpack kits” for individual distribution to students
- c) Delivering the backpack kits directly to schools. The Department of Partnerships will determine the types of backpack kits and the quantity to be delivered to each school. Distribution will start in June; however, most backpack kits will be delivered beginning the second week of August. Schools will have the option to select between two to three backpack kits.
- d) The vendor will be responsible for all shipping costs including failure to deliver goods and materials by the specified delivery dates.
- e) Communicating with the Department of Partnerships the details of the deliveries including packing slips, delivery confirmation and/or related information, as applicable, as well as being flexible for accepting and fulfilling orders within 15 calendar days of submission and cancelling orders within 7 calendar days of notification.

The following products and services are considered mandatory:

a. Backpacks Dimensions, Specifications & Colors:

- Elementary School: 16”x12”x5” in assorted colors, including but not limited to: pink, purple, blue, red, charcoal, lime, orange, green, black, and lavender.
- Secondary School: 20”x14”x7” with 75% of colors in charcoal/gray and black and 25% in assorted colors, including but not limited to: blue, red, orange, green, and lavender.
- Other features: All backpacks (e.g. elementary school and secondary school models) must include: padded back, curved padded straps, reinforced padded carrying handle, a minimum of two zippered pockets, side netted pockets, and quality nylon inside lining.
- Additional preferences, but not required—varying styles of backpacks of similar quality and that all backpacks could include a computer sleeve.

b. School Supply Bundles: packaged school supplies for each purchased backpack, including the following:

- Elementary School Supply Bundle (Option 1):
 - (1) dozen #2 pencils – all wood, sharpened
 - (1) pencil box – plastic, 8/25”x5.25”x2”
 - (1) composition book – 100 sheets, marble cover, black/white, wide-rule
 - (1) glue stick - .26oz, washable, white
 - (1) Crayola brand crayons – 24 count, tuck box (Only Crayola Brand)
 - (1) scissors, 5”, blunt tip, latex free
 - (1) pencil/crayon sharpener
 - (2) 2 pocket folder, assorted colors
 - (2) block erasers, latex free
- Elementary School Supply Bundle (Option 2): Includes all items from Option 1 with the only exception of replacing the composition book with the **primary composition book – 100 sheets, marble cover, black/white.**

- Elementary School Supply Bundle (Option 3): Includes all items from Option 1 with the only exception of replacing the crayons with **sharpened color pencils (set of 12)** and **adding 2 highlighters**.
- Secondary School Supply Bundle (Option 1):
 - (1) dozen #2 pencils – all wood, unsharpened
 - (6) black pens, medium point
 - (4) spiral notebook with holes
 - (7) 2 pocket folders, assorted colors
 - (2) highlighters
 - (2) block erasers, latex free
 - (1) pencil pouch
- Secondary School Supply Bundle (Option 2):
 - (1) dozen #2 pencils – all wood, unsharpened
 - (6) black pens, medium point
 - (1-pack) filler paper – 100 sheets, wide-rule
 - (1-pack) 3-ring dividers – 5 tabs, 8.5”x11”
 - (3) 1” 3-Ring Binder
 - (2) highlighters
 - (2) block erasers, latex free
 - (1) pencil pouch

Every year, the supplies and quantities in each "backpack kit" will be re-evaluated and subject to change in order to meet the current needs of the students.

Individual supply items should also be made available to order separately in case there is a need for additional school supplies.

c. Packaging: “School supply bundle” options must be pre-packaged into supply kits and placed within the backpacks making them “backpack kits” for individual distribution to students.

d. Delivery: The Department of Partnerships will confirm the bundle type(s) and quantity of each “backpack kit” which must be direct shipped to the designated schools or office(s). The delivery location (i.e., front door or loading dock) will be approved by the school. Any change to the drop off location must be approved by the vendor before the package is unloaded by the delivery company. If not approved, the vendor will be responsible for the charges. All orders must be fulfilled and delivered no later than August 25, 2023. However, the Department of Partnerships may continue to place orders after this date. Throughout the duration of this contract, the Department of Partnerships will work with the vendor to determine the delivery dates for subsequent years.

e. Invoicing The vendor will invoice the Department of Partnerships, including the name of the school, quantity that was delivered, and cost of the “backpack kit” as well as total cost.

f. Communication: The vendor must report any changes in supply manufacturers, quantities, delivery and/or other material aspects of the agreed services to the Department of Partnerships. A minimum of two weeks for approval, including a sample shipped to MCPS Department of Partnerships, 850 Hungerford Drive, Suite 159, Rockville, MD 20852, is required prior to any changes in service.

3.2 Technical Requirements and Vendor Experience

The vendor shall have proven experience purchasing and delivering elementary, middle, and high school backpacks and supplies. In addition, the vendor’s proposal shall provide samples of each “backpack kit” that would be distributed to the schools.

3.3 Timeline for Implementation and Key Staff

The vendor's proposal shall include a plan and a general timeline for implementation. In addition, the proposal shall identify key staff members on the project team, describe each team member's relevant experience and describe the role he or she would play in the project. Such key staff shall not be substituted with other personnel or reassigned to another project without MCPS' prior approval.

3.4 Data Privacy and Security

As specified in more detail in the MCPS General Contract Articles and elsewhere in this RFP, the vendor will comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, 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 Board of Education policies and MCPS regulations, including but not limited to MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*, MCPS Regulation JOA-RA, *Student Records*, and MCPS Regulation JFF-RA, *Federal Requirements for Use of Protected Student Information*.

3.5. Training

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 11.0. However, the Montgomery County Board of Education reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards.

The selected provider(s) must have demonstrated experience in purchasing high-quality backpacks and supplies for elementary and secondary schools; pre-packaging the supplies in the backpacks to serve as "backpack kits" for individual distribution per student; and delivering the backpack kits directly to schools, which could include multiple "backpack kits" per order.

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. 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 the offeror's services.

All offerors submitting a proposal shall include evidence that they maintain a permanent place of business within the United States. 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. 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 add or delete Contractors throughout the contract term should MCPS determine, in its sole discretion, that there be a need for additional services not available from the awarded Contractors.

4.0 CONTRACT TERM

The initial term of contract shall be for two years 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 for up to three additional terms for one (1) year each. 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.

5.0 CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 26, MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a specific offeror for failure to comply or failure to fulfill the terms of this contract.

6.0 REFERENCES

All offerors shall include a list of a minimum of five references who use the vendors services for school districts who can attest to the vendor’s quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the respondents’ services. Include names of client, contact person, email address and phone number of all references. Also, as an attachment, offerors shall include a list of all current school district clients.

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

	<u>Contact Person</u>	<u>Phone Number</u>
1.	_____	_____
	Email _____	
2.	_____	_____
	Email _____	
3.	_____	_____
	Email _____	
4.	_____	_____

Email _____

5. _____

Email _____

7.0 FORMAT OF RESPONSE

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

7.2 Contractors shall 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 contractors’ point-by-point response to this RFP. If the vendor responds only “Understand and comply,” it is assumed that the vendor complies with MCPS’ understanding of the requirement.

7.3 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.

7.4 Pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

8.0 MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Mr. Caleb Young, Buyer, MCPS Division of Procurement, at Caleb_Young@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

One (1) original and four (4) copies as well as one (1) electronic version on flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on January 13, 2023. Samples of each proposed backpack kit option **must** also be submitted as part of your response. The outside of the sample package shall be marked “Samples” and identified with the RFP number affixed to the packaging. You may submit samples separate from your proposal, as long as all materials are received prior to the RFP deadline.

Submit responses of the entire RFP proposal, including samples, to:

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

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official’s name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range. Therefore, it is important

that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the offeror's proposal will become a part of the official file on this matter without obligation to MCPS.

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

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

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

Complete Response must include:

- Point-by-point Response to each section of the RFP
- Pricing Proposal
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 6.0 References
- List of all current school district clients, See 6.0 References
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability. (If desired, the vendor may also include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory).
- 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)
- Current Form W-9
- 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.
- A separate redacted copy of offeror's proposal as specified in Sections 9.0 and 10.0.
- A sample of each proposed backpack kit option

9.0 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 10.0.

10.0 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.

11.0 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 RFP prior to submitting their responses. See Section 12.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

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 RFP 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 that 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. Contractor’s ability to provide described mandatory supplies and or services
3. Related past experience, qualifications and capacity
4. Contractor’s understanding of the scope of services as demonstrated by the response to the RFP
5. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
6. References
7. Sample product quality of each backpack with supply options
8. Sponsorship, cost and/or other financial incentives and corporate contributions to the overall MCPS GIVE BACKpacks campaign, and to support this charitable activity
9. Pricing Proposal with the cost of each “school supply bundle” option as well as the line-item costs per supply item for the backpack kits.

A selection committee comprised of MCPS staff will evaluate proposals based on these criteria. The final list of supplies for each “school supply bundle” option may be modified based on the pricing proposals.

12.0 SCHEDULE OF EVENTS

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

RFP issued:	December 6, 2022
Questions Due:	December 13, 2022
Pre-Proposal Conference	December 19, 2022
Proposals Due:	January 13, 2023
Anticipated award date:	March 14, 2023

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

13.0 PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference for prospective contractors will be held on December 19, 2022, from 2:30PM – 3:30PM, via the Zoom meeting information below. Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by 4:00 p.m. on December 13, 2022, so that responses can be prepared prior to the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective firms the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

Firms shall provide the names of the persons who will virtually attend the pre-proposal conference. Please include no more than two representatives. Send the names to Caleb Young, Buyer, fax number 301-279-3173, or e-mail Caleb_Young@mcpsmd.org no later than December 16, 2022.

Join Zoom Meeting

<https://mcpsmd.zoom.us/j/82517356902?pwd=YUIVZzlQeEl5bDAvb3c5eGtnZ2V4QT09>

Meeting ID: 825 1735 6902

Passcode: 041223

One tap mobile:

+13017158592,,82517356902#,,,,*041223# US (Washington DC)
 +16465588656,,82517356902#,,,,*041223# US (New York)

Dial by your location:

+1 301 715 8592 US (Washington DC)	+1 253 215 8782 US (Tacoma)
+1 646 558 8656 US (New York)	+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)	+1 669 900 9128 US (San Jose)

Meeting ID: 825 1735 6902
Passcode: 041223

Find your local number:
<https://mcpsmd.zoom.us/j/82517356902>

14.0 ADDENDA/ERRATA

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

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

15.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

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.

16.0 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 require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Awarded offeror(s) and this contract shall be binding only upon the principal's signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded offeror. 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.

17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Mr. Caleb Young, Buyer, MCPS Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to Caleb_Young@mcpsmd.org. Questions are due by 4:00 p.m. on December 13, 2022. Responses will be posted on eMaryland Marketplace and on the MCPS' Procurement website prior to the pre-proposal conference. 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 contractor in response to a request will be furnished to all contractors 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 contractors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by offerors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of their RFP response. The MCPS Procurement website address is <https://www2.montgomeryschoolsmd.org/departments/procurement/vendors/>.

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 offeror's lack of cost consciousness. Elaborate artwork 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 Division of Procurement Regulations, as stated in the MCPS Procurement Manual. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the Contractor making the protest.

20.0 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 staff 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.**

21.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your response. Please type or print legibly in ink.

(See Next Page)

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) _____
- 2. Business Name (if different from above) _____
- 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

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

III. VENDOR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____