



MONTGOMERY COUNTY PUBLIC SCHOOLS

www.montgomeryschoolsmd.org

MARYLAND

301-279-3555

May 25, 2018



RFP Number: 4465.1
Due Date: June 11, 2018
Open Time: 2:00 p.m.

To: Prospective Offerors:

The purpose of this Request for Proposal (RFP) is to partner with one or more organizations which will provide science, technology, art, and sports programming for elementary school students in Montgomery County, Maryland for a four week period during the summer from July 9, 2018 - August 3, 2018. This RFP seeks local partners willing to collaborate with teachers to provide an integrated and multidisciplinary approach to help students learn reading, writing, and mathematics.

Please respond according to the instructions provided in the attached. Proposals must be received on or before 2:00 p.m., on Monday, June 11, 2018. Proposals received after this date and time will not be considered. Proposals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

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

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

Sincerely,

Kathleen Lazor, Director
Department of Materials Management

KCL:amd
Enclosure

Procurement Unit

45 West Gude Drive, Suite 3100 ♦ Rockville, Maryland 20850-9999

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

Request for Proposal No. 4465.1

Summer Enrichment Programs for Elementary School Students

1.0 INTENT

The purpose of this Request for Proposal (RFP) is to partner with one or more organizations which will provide science, technology, art, and sports programming for elementary school students in Montgomery County, Maryland for a four week period during the summer from July 9, 2018 - August 3, 2018. This RFP seeks local partners willing to collaborate with teachers to provide an integrated and multidisciplinary approach to help students learn reading, writing, and mathematics. The outside partner will be willing to co-plan with the elementary teachers to provide the hands-on opportunities related to a weekly theme. This RFP seeks partners who share a vision for student-centered learning and ensuring that all students have access to high-quality instructional enrichment and extracurricular programs aligned to support the instructional program. Ultimately, this project seeks to increase academic achievement among students impacted by poverty and/or struggling to meet academic standards thus preparing the students for future success in college and careers.

The products and services would broadly serve the following objectives:

- Increase academic achievement among students impacted by poverty and/or struggling to meet academic standards;
- Stimulate elementary school students' interest and motivation in reading, writing, and mathematics;
- Provide hands-on experiences in science, technology, art, and sports to elementary school students during the summer school day to strengthen students' background knowledge;
- Provide organization and infrastructure to the unstructured times during breakfast and lunch times, and field trips.

2.0 INTRODUCTION

MCPS is the 15th largest school system in the United States, and the largest in the state of Maryland. During the 2017–2018 school year, it is projected that MCPS will serve more than 160,000 students from 157 countries speaking 138 languages. With a Fiscal Year (FY) 2017 Operating Budget of approximately \$2.46 billion, MCPS employs more than 22,500 employees. Among the 204 schools that MCPS operates, 37 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 2016 are as follows:

White: 29.3%
Hispanic/Latino: 30.1%
Black or African American: 21.3%
Asian: 14.3%
Two or more races: $\leq 5.0\%$
American Indian or Alaskan Native: $\leq 5.0\%$
Native Hawaiian or other Pacific Islander: $\leq 5.0\%$
Students receiving free & reduced-price meals (FARMS): 34.6%
Students ever receiving FARMS: 43.3%
English for speakers of other languages (ESOL): 14.6%
Students receiving special education services: 11.7%

In alignment with our strategic priorities, MCPS believes that each and every student matters; outcomes should not be predictable by race, ethnicity, or socioeconomic status; equity demands the elimination of all gaps; and creating and maximizing future opportunities for students and staff is necessary. Therefore, MCPS holds high expectations for all students and staff; distributes resources as necessary to provide extra supports and interventions so all students can achieve; identifies and eliminates any institutional barriers to students' success; and ensures that equitable practices are used in all classrooms and workplace.

MCPS also believes that we must engage every student, every day; learning is achieved by cultivating curiosity and encouraging determination, focus, and hard work; and adult learning and engagement are key to student learning. Therefore, MCPS encourages and support critical thinking, problem solving, active questioning, and risk taking to continuously improve; stimulate discovery by engaging students in relevant and rigorous academic, social, and emotional learning experiences; and challenge ourselves to analyze and reflect upon evident to improve our practices.

MCPS is focused on ensuring that all students receive the same level of opportunities to learn. With the advent of more rigorous standards for college and career readiness in recent years, and an increasing need to enhance social and emotional skills, there is great potential to focus teaching and learning on what students need to know and be able to do to thrive in college, careers and life in a global society. Whereas these standards and curricula serve as an important force in getting all students—not just some—to the highest levels of attainment, access to hands-on outside of the classroom experiences must be expanded to serve under represented populations.

3.0 SCOPE OF SERVICES

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

- (a) Materials and human resources to provide hands-on experiences in science, technology, art, and sports programming for elementary school students.
 - Proposals should include a willingness to collaborate with math and reading teachers to plan six rotations of experiences based on a weekly theme for elementary school students, to be integrated with curriculum being taught in math and reading.
 - The program should include a schedule of experiences for students on a daily and weekly basis.
 - MCPS will transport students to the designated sites and field trips.
 - The vendor will maintain primary responsibility for staffing and oversight of the programs provided, in collaboration with school-based sponsors who also will participate, supervise students, and support delivery of program.
- (b) Engagement of teaching professionals as supporters of the activities in (a) above;
- (c) Provide organization and infrastructure to the unstructured times during breakfast, lunch, and field trips;
- (d) MCPS is responsible for identifying students at school sites; providing transportation, breakfast and lunch; and providing the overall supervision of the program site;
- (e) Vendors will be expected to provide their programs and services in compliance with all civil rights obligations, including but not limited to, those that prohibit discrimination against students with disabilities.

3.2 Technical Requirements and Vendor Experience

- (f) The vendor shall have proven experience working with elementary students and families in providing hands-on experiences in science, technology, art, and sports programming. In addition, the vendor's proposal shall provide examples of similarly completed projects, or projects in progress, that demonstrate the responding firm's expertise and capabilities in each of the above-listed areas.

3.3 School Site Requirements

Vendor agrees to the following responsibilities related to the use of school buildings for implementation of this contract:

- To not strip, overload, damage or deface classrooms, hallways, stairways, or other areas of the building, or the fixtures therein or used therewith, nor to suffer or permit any waste to, in or upon the classrooms or any part of the building.
- To not use or allow to be used the building or any part thereof for any illegal, unlawful, or improper purpose, or for any activity which will constitute a nuisance to adjacent properties or the adjacent neighborhood or disrupt other activities or operations within the building.
- To prohibit the following activities at all times:
 - Use or possession of alcoholic beverages or other intoxicants;
 - Smoking or use of tobacco products;
 - Gambling;

- Fires, grilling, open flames, and the use of flammable materials;
 - Parties and celebrations that are essentially private in nature, including but not limited to wedding receptions and other similar activities;
 - Use or possession of weapons, firearms, ammunition; and
 - Excessive noise.
- To not place upon the building any placard, sign, lettering, banner, pennant, or awning except such and in such place and manner as shall have been first approved in writing by MCPS.
 - To comply with the recycling plan for the building by collecting recyclable waste material generated by its operation into appropriate receptacles provided for this purpose in accordance with MCPS Regulation ECF-RC, Recycling.

3.4 Timeline for Implementation and Program Staff

The vendor's proposal shall propose a plan and schedule for implementation that is consistent with the following time period:

- Within July 9, 2018 and August 3, 2018
- Three to four hour time period per day structure and/or full day

Program Guidelines:

Hours: 8:30 a.m. to 3:00 p.m.

Students entering Grades 3, 4, and 5

Six schools at three sites; two schools per site

Twenty students per class with six classes at each site for a total of 120 students per site.

Sample Schedule:

Six rotations, with two rotations being math and reading.

Example schedule:

8:30 a.m.–9:00 Breakfast
 9:00 a.m.–9:40 Period 1 (Reading)
 9:50 a.m.–10:30 Period 2 (Math)
 10:40 a.m.–11:20 Period 3 (Art)
 11:30 a.m.–12:00 noon Lunch
 12:00 noon –12:30 p.m. Recess
 12:30 p.m.–1:10 p.m. Period 4 (Science)
 1:20 p.m.–2:00 p.m. Period 5 (Technology)
 2:10 p.m.–2:50 p.m. Period 6 (Sport)
 2:50 p.m.–3:00 p.m. Dismissal

The vendor will provide a general timeline and sequence of experiences that will be available for participating students.

In addition, the proposal shall identify key staff members on the project team, describe each team members' relevant experiences 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.

It is expected that vendors' student management practices, including disciplinary practices and expectations, for students will be consistent with the restorative justice philosophy set forth in Board of Education Policy JGA, *Student Discipline*, and the MCPS Code of Conduct. These documents and all other MCPS policies, regulations, and other documents identified in this Agreement are available on MCPS' website.

Vendors and their staff must also adhere to the same standards and expectations that apply to MCPS employees who work with students, including, for example, pages 3–8 in the MCPS Employee Code of Conduct and other applicable policies and regulations, such as Board of Education Policy JHC, *Child Abuse and Neglect*, and MCPS Regulation JHC-RA, *Reporting and Investigation Child Abuse and Neglect*. Vendors will coordinate with school principals/designees and the MCPS Program Contact to develop procedures for emergencies, facility concerns, or other operational matters. In the event of misconduct by, or termination of, vendor staff involved in programs implemented as a result of this MOU, vendors will be required to immediately notify the MCPS Program Contact by phone of the misconduct or termination and follow up with written report of such event within 48 hours of verbal notification; provided, however, that employees hired and paid by vendors to implement this contract shall be and remain independent contractors of the vendor and shall not be deemed to be employees of MCPS for any purposes related to their employment by the vendor, including but not limited to wages, payroll taxes, benefits, worker's compensation, unemployment compensation, social security, retirement, or minimum wage laws.

3.5 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.F § 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) 13 A.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.

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 for different components of the scope of services.

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 bidder's services.

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. 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 vendor's, as needed, should our requirements change during the contract term.

4.0 CONTRACT TERM

The initial term of contract shall be up to four weeks as stipulated on the RFP. However, the contract may not begin until one day after approval by the Montgomery County 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 Montgomery County Board of Education to extend the contract or decide to rebid. If the contract is extended by the Montgomery County 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 12, 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 or can attest to 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>Company Name & Address</u>	<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 the MCPS. This includes, but is not limited to, the vendors' point-by-point response to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.
- 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 Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit at Angela_McIntosh-Davis@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

One (1) original and one (1) electronic version on CD or flash drive and one (1) redacted copy of responses as well as one (1) electronic version on CD or flash drive of the redacted response, must be sent by mail, courier or hand-delivery 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 Monday, June 11, 2018. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
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
- Separate overview of the vendor's product and services as well as a statement explaining their alignment with MCPS values, priorities, and standards
- Pricing Proposal, pricing per consulting hour or project component (e.g., classroom observations, surveys, focus groups, etc.), or by other units that the vendor offers. Pricing proposals should be inclusive of travel expenses and seek to minimize such travel expenses (e.g., by scheduling on-site visits efficiently).
- References, See 6.0 References
- List of any 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.
- Any additional information and comments your firm deems necessary to clearly communicate your firm's qualifications and the process you would use to conduct a review of MCPS' curricular programs along the lines specified in the Scope of Services.

- A redacted copy of offeror's proposal as specified in Sections 8.0 and 10.0.

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 11.0.

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unrestricted data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

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.

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.

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

- Completeness of Response
- Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
- References
- Pricing Proposal

12.0 SCHEDULE OF EVENTS

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

RFP issued:	May 25, 2018
Questions Due:	June 1, 2018, close of business 4:00 p.m.
Proposals Due:	June 11, 2018, 2:00 p.m.
Anticipated award date:	June 25, 2018

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

13.0 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" http://coldfusion.mcps.k12.md.us/cfms/webteam/calendar/calendar.cfm?calendarID=mcp_sbids or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

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

14.0 eMARYLAND MARKETPLACE

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at www.eMarylandMarketplace.com, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

15.0 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 Award offeror(s) and this contract shall be binding only upon the **principal's signing** such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract

resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

16.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh-Davis, MCPS Procurement Unit Team Leader, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to Angela_McIntosh-Davis@mcpsmd.org. Questions are due 4:00 p.m. on Friday, June 1, 2018. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on June 5, 2018. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offerors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. 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 its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

18.0 UNNECESSARILY ELABORATE BROCHURES

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

19.0 BID PROTESTS

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

20.0 CONTRACT

MCPS plans to enter a contractual agreement with provider(s) to whom the award is made and intends to make the attached MCPS General Contracting Articles, attached hereto and incorporated herein as Appendix A, part of the contract, except and unless modified by MCPS. **Article 29 is not applicable to this RFP.** Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contracting Articles. Lacking any response to the contrary, MCPS will infer that the offeror agrees to the specifications of this RFP and each term and

condition of the MCPS General Contracting Articles. In particular, the insurance and indemnification provisions set forth in Article 22 and 23 of the MCPS General Contracting Articles are non-negotiable. In addition to and consistent with Article 18 of the MCPS General Contracting Articles, the Contract shall include additional data sharing provisions regarding "Confidential Information" as defined in Article 18, including personally identifiable student information, as required by MCPS policies and regulations and applicable law.

21.0 NOTICE TO BIDDERS

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

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

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

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

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

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. 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 _____