

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

PROCUREMENT UNIT

April 8, 2021

301-279-3555

RFP Number: 4741.1
Due Date: April 26, 2021
Open Time: 2:00 p.m.

To: Prospective Respondents:

Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) from qualified vendors to provide stage, chairs and tents for on-site graduations at 24 high schools in Montgomery County Maryland throughout the month of June 2021.

Contracts shall be awarded and performed in accordance with the attached specifications, terms, and general conditions. The intent is to provide uniform graduation ceremonies across all 24 MCPS high school sites.

Questions regarding the RFP must be submitted by the close of business, 4:00 p.m., on April 15, 2021. Responses will be posted on MCPS' Procurement website on April 20, 2021.

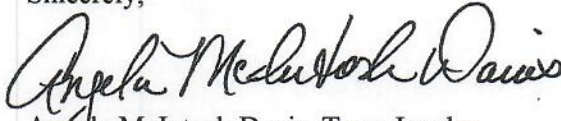
There is no pre-bid conference scheduled.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on April 26, 2021. Submissions received after this date and time will not be considered. Submittals 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. Submissions shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The responder must submit one (1) original and three (3) copies, as well as one electronic version on CD or flash drive and one redacted copy (one (1) hard copy plus the electronic version) of the proposal. 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:lsc
Enclosure

MONTGOMERY COUNTY PUBLIC SCHOOLS
Request For Proposal 4741.1,
Request for Proposal No. 4741.1, MCPS Graduation for 24 High School Sites - Logistics

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Exhibit 1 – Information Sheet (2 pages)

Exhibit 2 – Field Layout with Bleachers on two sides

Exhibit 3 – Field Layout with Bleachers on one side

MAPT Metropolitan Washington Council of Government Rider Clause (2 pages)

Attachment A – Equal Opportunity Certification

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Attachment C – Minority Business Enterprise

Attachment D – Non-Debarment Acknowledgement

Appendix A, MCPS General Contract Articles - Pages 1 through 19

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

Request for Proposal No. 4741.1, MCPS Graduation for 24 High School Sites – Logistics

1.0 INTENT

Montgomery County Public Schools (MCPS) intends to hold on site, in person graduations for students at 24 high school sites throughout Montgomery County, MD. These graduations are scheduled to take place during the month of June 2021.

If conditions in Montgomery County, MD deteriorate to the point that the Board of Education of Montgomery County or the Department of Health and Human Services of Montgomery County do not believe that in-person commencements can be held safely or impose restrictions such that MCPS cannot accommodate in-person commencement exercises, MCPS reserves the right to cancel this RFP in its' entirety as a demonstration of our adherence to the rules associated with COVID-19 regulations.

2.0 INTRODUCTION

MCPS, which is operated by the Board of Education of Montgomery County, is the 14th largest school system in the United States, and the largest in the state of Maryland. MCPS currently serves more than 162,000 students from 157 countries speaking approximately 150 languages. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,000 employees. Among the 208 schools that MCPS operates, 41 are National Blue-Ribbon schools. Five MCPS high schools rank in the top 200 of The Washington Post 2017 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.

Our Mission

- Every student will have the academic, creative problem solving, and social emotional skills to be successful in college and career.

Our Vision

- We inspire learning by providing the greatest public education to each and every student.

Our Core Purpose

- Prepare all students to thrive in their future.

2.0 INTRODUCTION (continued)

Our Core Values

- Learning
- Respect
- Relationships
- Excellence
- Equity

Our Students

The student demographics of MCPS in 2019 are as follows:

- White: 26.9%
- Hispanic/Latino: 32.4%
- Black or African American: 21.4%
- Asian: 14.1%
- Two or more races: ≤ 5.0%
- American Indian or Alaskan Native: ≤ 5.0%
- Native Hawaiian or other Pacific Islander: ≤ 5.0%

Services

- Students participating in the Free and Reduced-price Meals System (FARMS): 33.8%
- Students ever having participated in FARMS: 46.9%
- English for Speakers of Other Languages (ESOL): 18.2%
- Students receiving special education services: 11.7%

3.0 SCOPE OF SERVICES

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

3.1 Scheduling of Services

Each school location has a scheduled graduation date and two rain dates. In addition, some schools will have both a morning graduation and a second graduation in the evening. Equipment must be available for all three dates and evenings as required.

All sites must be set up one day prior to the event(s). All set-up and tear-down to be included.

3.2 Equipment Required

Staging – Two Tiers, Carpeted

**One 40' x 20' Main Stage (to seat 10 – 12 people socially distanced 3' apart)
36" high or higher depending on size of graduating class**

3.0 SCOPE OF SERVICES (continued)

Include (1) set of stairs with handrails, one ramp, side and rear safety railing, and BLACK skirting.

Include 40' x 16' Scaffolding structure support and 40' w x 10' h BLACK backdrop drape. Drape to be secured (per weather).

One Walkway in front of (connected to) main stage

(for students to walk across to receive a diploma).

40' x 8' x 18' high,

Two ramps, no railing.

Include BLACK skirting.

Chairs for graduates (number will vary for each school)

Two pricing schedules requested: delivery only; delivery with set up.

See Exhibit 1 for number of chairs required at each site.

Chairs must have rubber tips to protect turf.

One Lectern (not wired – will be used with a wireless microphone).

Wood, professional appearance.

Tents (3)

First Aid Tent 10' x 10' (4 – 6 people), No wrapping

Handicapped Seating 20' x 20' (to seat up to 12 guests, socially distanced 3' apart), No wrapping

AV Tent – 20' x 20' (to cover equipment and 1 – 2 technicians)
Including wrapping with side walls

3.3 Protection of Grass and Artificial Turf Fields

Event use protection

1. Proper field protection of grass and synthetic turf must be provided to prevent damage.
2. **It is imperative that no anchoring spikes, posts or footing be driven into the turf.** All posts to rest on weight distribution boards to spread loads out not to exceed 35 psf. The use of weighted systems to be utilized to hold down tents, banners, flags and or any other structure that requires additional stabilization.
3. Chair legs must have rubber tips to protect turf.
4. Vehicles requirements and restrictions
 - a. Minimize driving on the field or track to the greatest extent possible.
 - b. Use of plywood is required if driving over the field or track

- c. Do not park vehicles on the field, especially in the heat of the day, or leave vehicles on a wet or hot field for long periods of time.
- d. Engine exhausts should not be faced down toward the playing field, and a hot muffler or exhaust pipe should not touch the surface.
- e. Use lighter vehicles with LGP (Low Ground Pressure) tires with round edges to prevent rutting. Do not use cleated or traction tires.
- f. Heavy vehicles (over 3000 pounds) should have a maximum tire pressure of 35 psi.
- g. Make wide, not sharp, turns, and only when the vehicle is in motion. All vehicles should move at slow speeds. Avoid abrupt and sudden braking, as well as sudden acceleration or spinning of the wheels, especially on wet surfaces. Consult the equipment manufacturer to learn load limits.
- h. All vehicles must be checked before use on the field to determine if they are leaking oil or gas. If so, they should not be allowed on the field.

Additional Requirements for schools with artificial turf (See Exhibit 1 for list of schools with artificial turf)

1. Guidance of field protection should follow the manufactures recommendations and at no time should the protection be less than the items outlined in this document.
2. Use field protection that does not have a dimensional profile, e.g., corrugation, because the profile will transfer onto the turf and require heavy (advance) grooming to remove.
3. No food, gum or drinks (other than water) are allowed on the field even if the field is covered with a protection board.
4. A detailed plan must be submitted to MCPS before begging work indicating the following:
 - a. Protection board system
 - b. Area of coverage
 - c. Vehicle route
 - i. List of vehicles with fully load GVW
 - d. Special structures
 - i. Stages
 - ii. Tents
 - iii. Chairs with protected tips
 - e. Confirmation of restriction requirements
 - f. Review of plan does not alleviate the users' responsibility to repair damage.

Additional Guidance

The following may damage the synthetic turf: spiked shoes, animals, wire brushes, fires, fireworks, chemical reactions, use of improper cleaning methods, high pressure sprays exceeding 500 psi, storage of heavy materials on the field, non-approved infill materials, and non-approved artificial lights.

4.0 CONTRACT TERM

The term of contract shall be for one (1) year as stipulated on the RFP. However, the contract may not begin until one day after approval by the 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 (3) one (1)-year additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Respondent(s) 90 days prior to the expiration of the original contract. The Respondent shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may make a recommendation to the Board to extend the contract or decide to rebid. If the contract is extended by the Board, 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 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a Respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles.

6.0 REFERENCES

All Respondents shall include a list of a minimum of three references who use the Respondent's services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the Respondents' services. Respondents shall include names of client, contact person, email address and phone number of all references. Also, as an attachment, Respondents shall include a list of all current school district clients. Respondents should also provide a summary of similar work they have undertaken and any legal or other challenges to fitness-for-duty or other tests that they have developed.

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

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

6.0 REFERENCES (continued)

Email _____

3. _____

Email _____

7.0 FORMAT OF RESPONSE

- 7.1 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 its Technical Proposal. 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 [Laurie S Checco@mcpsmd.org](mailto:Laurie.S.Checco@mcpsmd.org) to receive a copy of the Word document to help them prepare their responses.
- 7.2 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.
- 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 The offeror's pricing proposal shall be submitted on vendor's own individual quote sheets for each school.

8.0 MANDATORY SUBMISSIONS

Each Respondent 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. Respondents may request via e-mail to Laurie Checco, CPPB, Buyer II, MCPS Procurement Unit, at [Laurie S Checco@mcpsmd.org](mailto:Laurie.S.Checco@mcpsmd.org) a Microsoft Word version to help them in preparing the response.

One (1) original, one (1) redacted copy, one (1) electronic version of both original and redacted on flash drive and three (3) separate hard copies of the proposal must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on April 26, 2021. Submit responses with the entire RFP proposal to:

8.0 MANDATORY SUBMISSIONS (continued)

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

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

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

Complete Response must include:

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Department of Materials Management.

- Point-by-point response to each section of the RFP
- Vendor quote for each location: with and without chair setup
- Sample standard service agreement, if applicable
- 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.
- 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

All of these written deliverables described above shall be submitted in electronic format (MS Word) with at least three (3) hard copies. Absent good cause, payment for the services provided by the Respondent(s) shall be contingent upon meeting the mutually agreed-upon deadlines.

It is the intention to award to the most favorable Respondent(s) based on the evaluation criteria in Section 12.0. However, the Board 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 a Respondent, MCPS will consider the Respondent's record and performance of any prior contracts with MCPS, federal departments or

8.0 MANDATORY SUBMISSIONS (continued)

agencies, or other public bodies, including but not limited to the Respondent's record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any Respondent if the investigation discloses that the Respondent, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractor or employees.

MCPS may conduct any necessary investigation to determine the ability of the Respondent to perform the work, and the Respondent 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 Respondent or investigation of such Respondent fails to satisfy MCPS that such Respondent is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services.

All Respondent's 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. Respondents also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third-party provider roles shall be clearly expressed. 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, as needed, should our requirements change during the contract term.

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the Respondent does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that Respondent marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages __ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of 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

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL (continued)

confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 11.0.

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

11.0 PRICING

The contract price for each school shall be based on section **3.0 Scope of Work** and related Exhibits. Submit a quote for each location on vendor's own quote sheet. Quotes must include all items in Section **3.0 Scope of Work** and address all variables presented in **Exhibits 1, 2, and 3**. Bidders should provide pricing for as many sites as they would be willing and able to commit to.

12.0 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 13.0, 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 Offeror(s) 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, Respondents shall be prepared to provide a products and services demonstration, providing an overview of the proposed products and services at no cost to MCPS. As appropriate, the Respondent shall be responsible for the installation of the proposed products and services and any third-party software at the MCPS designated demonstration facility

12.0 EVALUATION CRITERIA (continued)

before the demonstration, as necessary. If requested by MCPS, the top qualified Offeror(s) shall provide MCPS with an opportunity to access and review the Respondent'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 who do not meet the requisite criteria will not be evaluated further.

- 12.1.1 The determination of those that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:
- 12.1.2 Completeness of response.
- 12.1.3 Ability to perform and meet MCPS' needs (based on the criteria set forth in this RFP, including but not limited to Section 3.0, Scope of Services).
- 12.1.4 Qualifications, reputation, and experience of the Respondent relevant to the Scope of Services including specific experience in providing products and services to school districts of similar size, including the bidder's knowledge of best practices, educational research, and ability to respond to the findings of the external curriculum review.
- 12.1.5 Qualifications, reputation, and experience of key staff that will be responsible for this contract.
- 12.1.6 Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the bidder as well as other relevant past performance information obtained from other sources known to MCPS.
- 12.1.7 Pricing proposal and fee structure.

A selection committee composed of MCPS staff and potentially outside stakeholders will evaluate proposals based on these criteria.

13.0 SCHEDULE OF EVENTS

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

RFP issued: April 8, 2021

Questions Due: April 15 2021 by 4:00 pm

Responses Posted: April 20, 2021

Proposals Due: April 26, 2021 at 2:00 pm

Anticipated award date: May 11, 2021

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

14.0 PRE-PROPOSAL CONFERENCE

Not applicable.

15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the Respondent's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Respondents must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

16.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at www.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.

17.0 MULTIAGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/Respondent 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 Respondent(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 Respondent. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

18.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Laurie Checco, CPPB, Buyer II, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, or [Laurie S Checco@mcpsmd.org](mailto:Laurie.S.Checco@mcpsmd.org). Questions are due 4:00 p.m. on April 15, 2021. Responses will be posted on the MCPS Procurement website on April 20, 2021. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a Respondent in response to a request will be furnished to all Respondents as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Respondents. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Respondents' with any other MCPS employee 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.

19.0 UNNECESSARILY ELABORATE BROCHURES

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

20.0 BID PROTESTS

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit 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 Respondent making the protest.

21.0 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 Respondent will ensure that all private duty nurses 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 5-6, 12-18, 21-22, and 26 of the MCPS General Contract Articles are non-negotiable.**

22.0 INVOICING

The vendor shall submit invoices in duplicate, one (1) copy to the School Principal for payment approval and one (1) copy to the Division of Controller, Accounts Payable at Montgomery County Public Schools, 45 West Gude Drive, Suite 3200, Rockville, MD 20850-9999.

23.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. 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. CONTRACTOR'S CERTIFICATION:

Upon notification of award, this document in its entirety is the awarded Contractor'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 _____

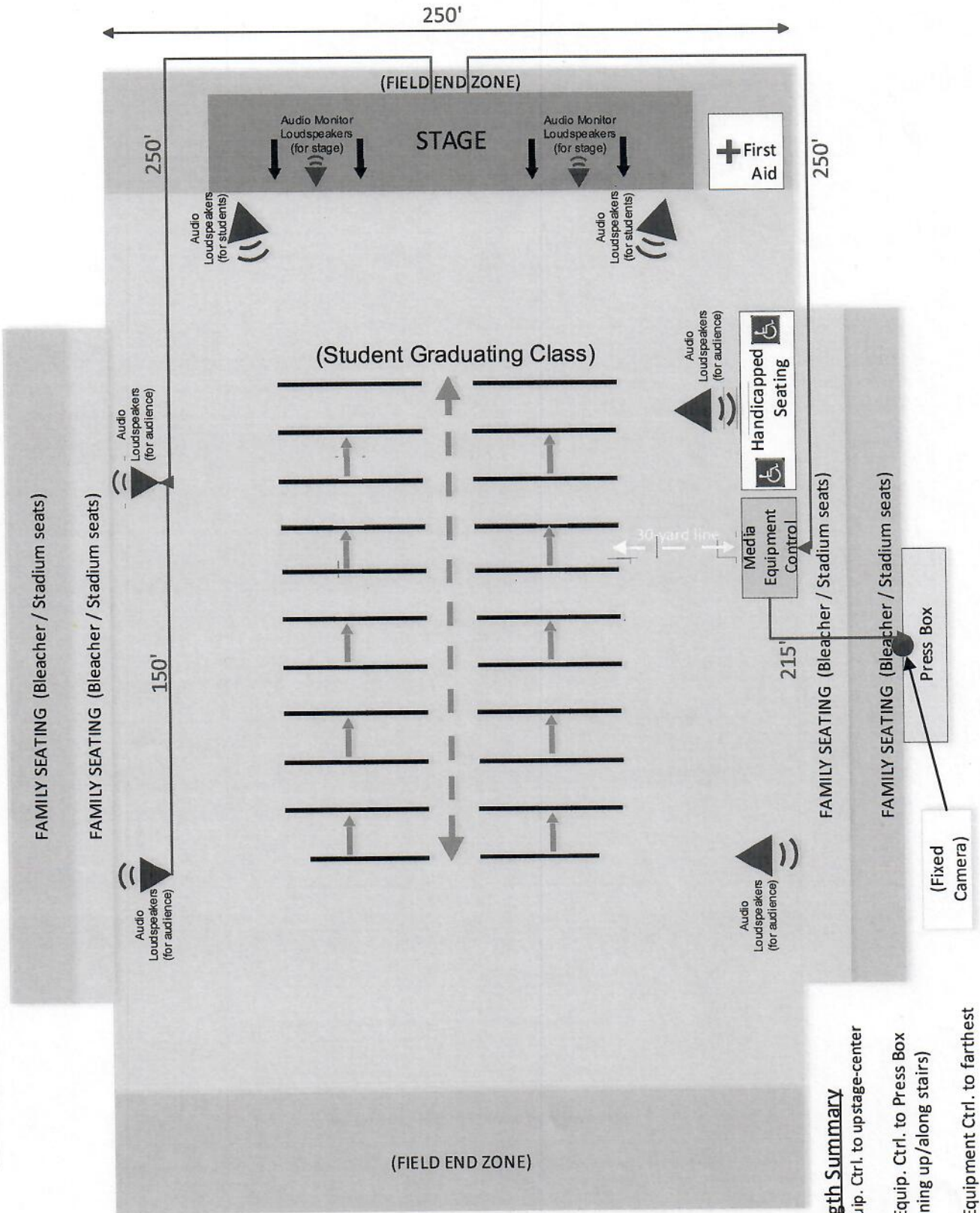
Witness Name and Title _____

Exhibit 1

School	Graduation Date	Location	Time	Rain Date #1	Time	Rain Date #
Montgomery Blair HS	2-Jun-21	Montgomery Blair HS	9:00 a.m.	2-Jun-21	6:00 p.m.	3-Jun-21
Quince Orchard HS	2-Jun-21	Quince Orchard HS	9:00 a.m.	2-Jun-21	6:00 p.m.	3-Jun-21
Thomas S. Wootton HS	3-Jun-21	Thomas S. Wootton HS	9:00 a.m.	5-Jun-21	9:00 a.m.	7-Jun-21
RICA (graduating at Wootton HS)	3-Jun-21	Thomas S. Wootton HS	6:00 p.m.	5-Jun-21	9:00 a.m.	7-Jun-21
Wheaton HS	3-Jun-21	Wheaton HS	9:00 a.m.	3-Jun-21	6:00 p.m.	4-Jun-21
Bethesda-Chevy Chase HS	4-Jun-21	Bethesda-Chevy Chase HS	9:00 a.m.	4-Jun-21	6:00 p.m.	5-Jun-21
Damascus HS	N/A	N/A	N/A	N/A	N/A	N/A
Paint Branch HS	4-Jun-21	Paint Branch HS	9:00 a.m.	4-Jun-21	6:00 p.m.	5-Jun-21
Walter Johnson HS	4-Jun-21	Walter Johnson HS	9:00 a.m.	4-Jun-21	6:00 p.m.	5-Jun-21
Winston Churchill HS	4-Jun-21	Winston Churchill HS	6:00 p.m.	5-Jun-21	9:00 a.m.	5-Jun-21
Clarksburg HS	7-Jun-21	Clarksburg HS	9:00 a.m.	7-Jun-21	6:00 p.m.	8-Jun-21
Poolesville HS	8-Jun-21	Poolesville HS	9:00 a.m.	8-Jun-21	6:00 p.m.	9-Jun-21
Albert Einstein HS	9-Jun-21	Albert Einstein HS	6:00 p.m.	10-Jun-21	6:00 p.m.	11-Jun-21
Northwest HS	9-Jun-21	Northwest HS	9:00 a.m.	9-Jun-21	6:00 p.m.	10-Jun-21
Rockville HS	9-Jun-21	Rockville HS	9:00 a.m.	9-Jun-21	6:00 p.m.	10-Jun-21
Springbrook HS	9-Jun-21	Springbrook HS	9:00 a.m.	9-Jun-21	6:00 p.m.	10-Jun-21
James Hubert Blake HS	11-Jun-21	James Hubert Blake HS	9:00 a.m.	11-Jun-21	6:00 p.m.	12-Jun-21
Richard Montgomery HS	11-Jun-21	Richard Montgomery HS	6:00 p.m.	12-Jun-21	9:00 a.m.	12-Jun-21
Sherwood HS	11-Jun-21	Sherwood HS	9:00 a.m.	11-Jun-21	6:00 p.m.	12-Jun-21
Walt Whitman HS	11-Jun-21	Walt Whitman HS	9:00 a.m.	11-Jun-21	6:00 p.m.	12-Jun-21
Watkins Mill HS	11-Jun-21	Watkins Mill HS	9:00 a.m.	11-Jun-21	6:00 p.m.	12-Jun-21
Northwood HS	14-Jun-21	Northwood HS	9:00 a.m.	14-Jun-21	6:00 p.m.	15-Jun-21
Seneca Valley HS	14-Jun-21	Seneca Valley HS	9:00 a.m.	14-Jun-21	6:00 p.m.	16-Jun-21
Alternative Education Programs (graduating at Seneca Valley HS)	15-Jun-21	Seneca Valley HS	10:00 a.m.	15-Jun-21	6:00 p.m.	16-Jun-21
John F. Kennedy HS	15-Jun-21	John F. Kennedy HS	9:00 a.m.	15-Jun-21	6:00 p.m.	16-Jun-21
Col. Zadok Magruder HS	17-Jun-21	Col. Zadok Magruder HS	9:00 a.m.	17-Jun-21	6:00 p.m.	18-Jun-21
Gaithersburg HS	17-Jun-21	Gaithersburg HS	6:00 p.m.	18-Jun-21	9:00 a.m.	18-Jun-21

Time	Artificial Turf		Bleacher Configuration	Graduates	Stadium Capacity	Estimated # of Chairs
	Artificial Turf	Bleacher Configuration				
9:00 a.m.	yes	both sides	795	2,800	800	
9:00 a.m.		both sides	560	2,400	600	
9:00 a.m.	yes	both sides	525	2,500	550	
6:00 p.m.		both sides	16	2,500	50	
6:00 p.m.	yes	both sides	490	2,795	500	
9:00 a.m.	yes	1 side	570	1,400	600	
N/A		N/A	N/A	N/A	N/A	
9:00 a.m.	yes	both sides	455	3,030	500	
9:00 a.m.	yes	both sides	650	3,000	700	
6:00 p.m.		both sides	545	2,500	600	
9:00 a.m.		both sides	535	2,100	600	
9:00 a.m.		1 side	291	2,000	300	
6:00 p.m.	yes	both sides	418	4,000	450	
9:00 a.m.		both sides	657	3,500	700	
9:00 a.m.		1 side	350	2,000	400	
9:00 a.m.		both sides	409	2,215	450	
9:00 a.m.		both sides	420	2,300	450	
6:00 p.m.	yes	both sides	585	NA	600	
9:00 a.m.		1 side	510	2,400	550	
9:00 a.m.	yes	1 side	530	2,500	550	
9:00 a.m.		both sides	368	1,800	400	
9:00 a.m.		1 side	366	2,000	400	
9:00 a.m.	yes	both sides	300	2,700	350	
6:00 p.m.		both sides	34	2,700	50	
9:00 a.m.		1 side	400	2,000	450	
9:00 a.m.		both sides	381	2,500	400	
6:00 p.m.	yes	both sides	554	4,000	600	

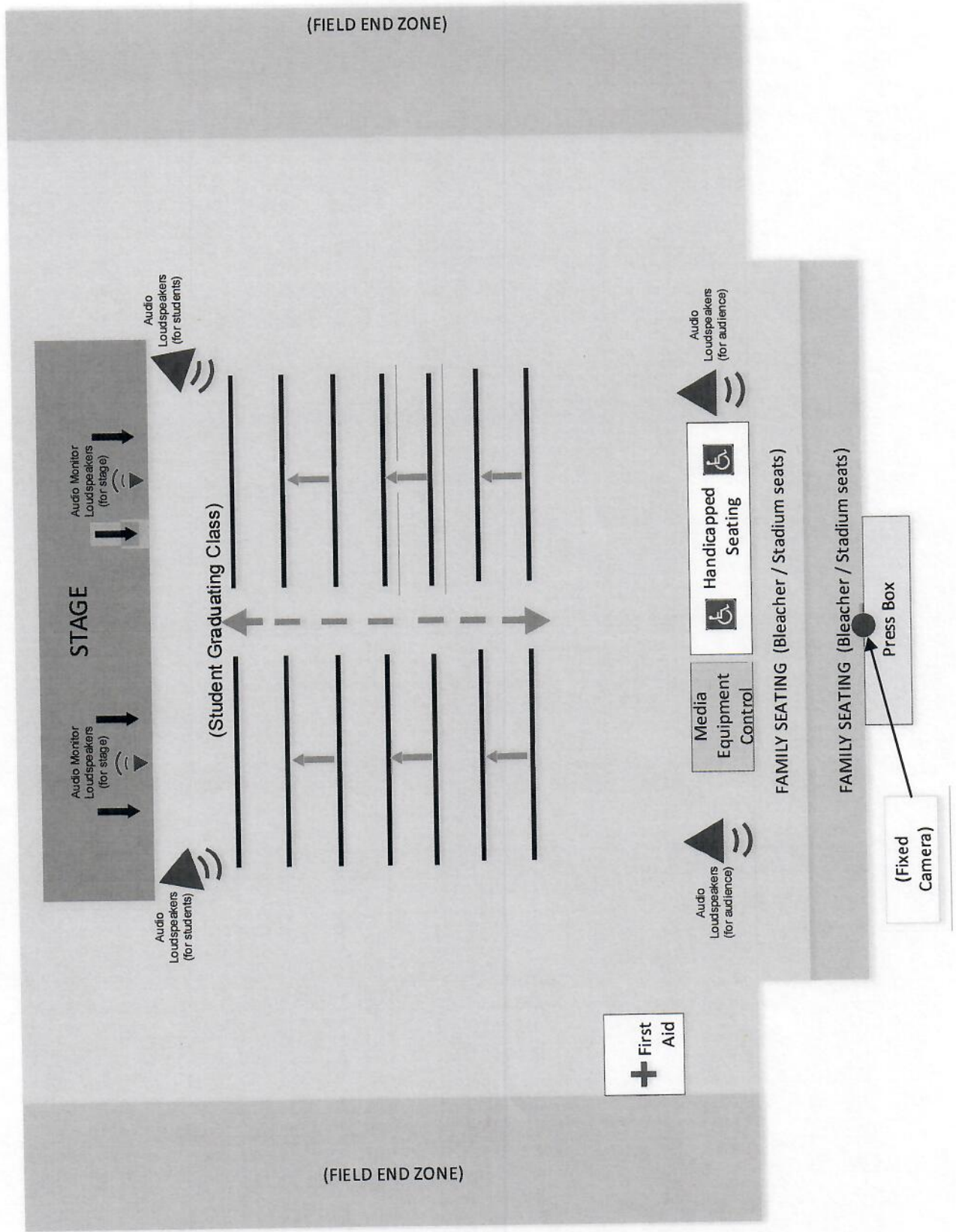
MCPS HIGH SCHOOL COMMENCEMENT LAYOUT - STADIUM - 2021 VERSION 1 - LARGER HIGH SCHOOL VENUE (ex. Richard Montgomery HS)



- A/V Cabling Length Summary**
- ~250' from Media Equip. Ctrl. to upstage-center
 - ~215' from Media Equip. Ctrl. to Press Box (accounting for running up/along stairs)
 - ~650' from Media Equipment Ctrl. to farthest loudspeaker (rear house-left)

MCPS HIGH SCHOOL COMMENCEMENT LAYOUT - STADIUM - 2021

VERSION 2 - SMALLER HIGH SCHOOL VENUE



**Mid-Atlantic Purchasing Team
Rider Clause**

Bid # 4741.1

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

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 good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Authorization To Extend Contract: **Bid # 4741.1**

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel Schools			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince George's Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

Attachment A

Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

Yes No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

Yes No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

Yes No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

Yes No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

_____ (1)* (2)** (3)***
(Subcontractor's Name)

_____ () Yes () Yes () Yes
(Street)

_____ () No () No () No
(City) (State)

_____ (1)* (2)** (3)***
(Subcontractor's Name)

_____ () Yes () Yes () Yes
(Street)

_____ () No () No () No
(City) (State)

- * (1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.
- ** (2) Previously filed certificate of nonsegregated facilities.
- *** (3) Previously filed annual (EEO-1, EEO-4, or EEO-6) compliance report.

Attachment B

Certification of Nonsegregated Facilities

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

Notice to Prospective Subcontractors of

Requirement for Certifications of

Nonsegregated Facilities

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

NOTE: Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render its offer nonresponsive.

Initial: _____

Date: _____

Attachment C

Minority Business Enterprise

The Offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- | | | | |
|---|---|-----------------------------------|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Female | <input type="checkbox"/> Disabled | <input type="checkbox"/> None | |

Attachment D

NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

_____ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows

As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____