



MONTGOMERY COUNTY PUBLIC SCHOOLS

www.montgomeryschoolsmd.org

MARYLAND

301-279-3555

September 10, 2019



RFP Number: 4890.1
Due Date: September 24, 2019
Open Time: 2:00 p.m.

To: Prospective Respondents:

The purpose of the Request for Proposal (RFP) is to solicit one or more providers of music therapy and art therapy services to students with disabilities.

A pre-proposal conference will not be held for this RFP, however, questions regarding the RFP must be submitted by the close of business, 4:00 p.m., on September 16, 2019. Responses will be posted on eMaryland Marketplace Advantage and on MCPS' Procurement website on September 19, 2019.

Please respond according to the instructions provided in the attached. Proposals must be received on or before 2:00 p.m., on September 24, 2019. 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 and three (3) separate copies of the proposal. 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,

Angela McIntosh Davis, Team Leader
Procurement Unit

AMD
Enclosure

Procurement Unit

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

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

Request for Proposal No. 4890.1
Music and Art Therapy Services for Students with Disabilities

1.0 INTENT

The purpose of the Request for Proposal (RFP) is to solicit one or more providers of music therapy and art therapy services to students with disabilities.

Under the *Individuals with Disabilities Education Act* (IDEA), 34 CFR §300.34, related services means transportation and such developmental, corrective, and other supportive services, such as art and music therapy, as are required to assist a child with a disability to benefit from special education in order for the child to receive a free appropriate public education (FAPE). Related services are also defined in state law, Code of Maryland Regulation (COMAR). If an Individualized Education Program (IEP) team determines the need for a music or art therapy assessment, that assessment must be conducted by an adequately prepared and trained professional whose qualifications are consistent with State-approved or State-recognized certification, licensing, registration, or other comparable requirements that apply to the professional discipline in which those personnel are providing the related service. 34 CFR§300.156(b)(1). The same qualifications must be met for a professional providing direct music or art therapy services to students, or consults to staff as documented on students' IEPs.

2.0 BACKGROUND

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2018–2019 school year, MCPS served more than 162,600 students from 157 countries speaking 150 languages across 207 schools. With a Fiscal Year (FY) 2019 Operating Budget of approximately \$2.59 billion, MCPS employs more than 23,800 employees including 13,142 teachers. MCPS leads the state with more than 850 teachers certified by the National Board for Professional Teaching Standards. Among the 206 schools that MCPS operates, 41 are National Blue Ribbon schools. MCPS has one of the highest graduation rates among the nation's largest school districts according to *Education Week*, with an overall graduation rate of 89.5 percent. The Class of 2018 graduates received more than \$364 million in scholarships. MCPS received the 2010 Malcolm Baldrige National Quality Award for performance excellence (the highest presidential honor bestowed upon American organizations) as well as the 2006 U.S. Senate Productivity Award, Maryland's most prestigious award for performance excellence. In 2010, MCPS became the first Maryland school district finalist for the \$1 million Broad Prize for Urban Education. MCPS was named a Gold Medal school system for 15 consecutive years by *Expansion Management* for the district's attractiveness to the business community and was nationally recognized by the National Board of Professional Teaching Standards in 2010 for professional development programs for administrators, teachers, and supporting services staff. The student demographics of MCPS in 2018–2019 school year are as follows:

White: 28.3%

Hispanic/Latino: 32.3%

Black or African American: 21.4%

Asian: 14.4%

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 and Reduced-price Meals System (FARMS): 35.1%
 Students ever receiving FARMS: 35.1%
 English for Speakers of Other Languages (ESOL): 17.5%
 Students receiving special education services: 11.7%

3.0 SCOPE OF SERVICES

The purpose of this contract is to provide music and art therapy services to MCPS students on an as needed basis for varying lengths of time.

Music and art therapy services may include conducting music or art therapy assessments (including file reviews, staff and student interviews, observations, testing, writing reports, etc.), providing direct services to students, and/or providing consultative services to MCPS staff members. Music and art therapy services may be provided on an individual or group basis depending on student needs. Both pull out and plug in models can be used in service delivery, as determined by IEP teams. MCPS will not be obligated to assign a specific number of students to the contractor.

3.1 Mandatory Services

The following services are considered mandatory.

- 3.1.1 Assessment and reassessment, including written assessment reports, as needed, development of student IEPs in conjunction with other team members, and implementation of student IEPs. Implementation may involve individual, group, pull-out and plug-in therapy, along with consultation to staff.
- 3.1.2 Communication with school team regarding progress, reinforcement and home activities.
- 3.1.3 Participation in special education decision-making process by attending annual review IEP team meetings.
- 3.1.4 Contractor shall modify educational environments and recommend adaptations as necessary.
- 3.1.5 Contractor shall complete quarterly progress updates on IEP goals in conjunction with other team members.
- 3.1.6 Contractor shall maintain and submit written documentation on each student at the conclusion of service or at year-end.

3.2 Staffing

- 3.2.1 Therapists must hold board certification as a music therapist or art therapist.
- 3.2.2 Therapists must have excellent oral and written communication skills.
- 3.2.3 Service providers must be familiar with pediatric therapy, IEPs, and school-based therapy.
- 3.2.4 MCPS has the right to reject any staff offered by the contractor or to request replacement of any person determined to be unacceptable.
- 3.2.5 Security: The contractor shall not allow any person to provide services who is not in a condition of mental and emotional stability, physically fit, and qualified to perform such services. All persons providing services shall undergo a full criminal background check and finger printing process before services can be provided.

- 3.2.6 No MCPS Staff, whether full or part-time, may be employed in the performance of this contract.

3.3 Contractor Responsibility

- 3.3.1 The Contractor must report changes in staff to the MCPS project manager two weeks prior to departure from service.
- 3.3.2 The Contractor shall provide the MCPS project manager with copies of board certification for art/music therapist for all staff prior to the beginning of services.

3.4 Place of Performance

Services will be provided at the student's school during the student's day, in the amount of time specified on the IEP. The school name and location will be shared with contractors upon award and as assessment/therapy needs arise.

3.5 Calendar

Contracted staff will observe the MCPS calendar. Staff will not report hours for days when MCPS schools are closed due to scheduled holidays or for emergency closings. The MCPS school calendar can be found at <https://www.montgomeryschoolsmd.org/calendar/> and a hard-copy will be provided when the contract is awarded. Emergency closings are announced on local television and radio stations, and on the MCPS website.

3.6 Special Considerations

3.6.1 Supplemental Services

No additional or supplemental service outside of the IEP prescribed services shall be provided to the student by the contracted agency.

3.6.2 Workday

The workday will consist of the appropriate amount of hours needed to complete steps in the assessment process or to provide therapy services as documented on student IEPs. MCPS should be given at least 24 hours' notice if any services cannot be provided as prescribed.

3.6.3 Transportation/Mileage reimbursement

This MCPS contract shall not allow for travel expenses. The contract award does not include reimbursement for mileage.

Contracted staff are not to transport families or students.

3.6.4 Billing

Invoices shall be sent to the MCPS Office of Special Education, Division of Business, Fiscal, and Information Systems on a monthly basis or as otherwise agreed in writing by MCPS. Invoices shall include hourly rate, school name, date, type of service provided, student's name, and name of the therapist who provided the services. **In the event that the student is a "no show", the invoice rate will not be applicable and an inconvenience fee of \$50 may be billed.**

Within thirty (30) days after receipt of each invoice and accepting the work, MCPS shall, except as provided in the Contract, pay for the work performed

when approved by the MCPS Project Contact. A payment schedule will be jointly developed between MCPS and the Contractor, in accordance with Article 8 of the MCPS General Contract Articles. MCPS reserves the right to submit payment in the form of credit card, Single Use Account (SUA), or Automated Clearing House (ACH). The Contractor agrees that no additional charge, fee, or price will be assessed to MCPS for the use of these electronic payment methods.

3.6.5 Tests and Materials

Any tests or materials used with students will be preapproved by MCPS. The Contractor may not use any tests or materials without prior approval from MCPS.

3.7 MCPS Project Contact:

The MCPS Project Contacts for this proposed procurement are:

Mrs. Amy Cropp, Director
Division of Prekindergarten, Special Programs, and Related Services
850 Hungerford Drive
Room 234
Rockville, Maryland 20850
(240)-740-3880
Amy_S_Cropp@mcpsmd.org

Ms. Mary Rose Catena, Instructional Specialist
Division of Prekindergarten, Special Programs, and Related Services
850 Hungerford Drive
Room 234
Rockville, Maryland 20850
(240)-740-3880
MaryRose_Catena@mcpsmd.org

4.0 CONTRACT TERM

The initial term of contract shall be for one year 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 (3) 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 contractor(s) 90 days prior to the expiration of the original contract. The contractor 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 PRICING

This contract shall be a **firm fixed hourly rate** contract based on 3.0 Scope of Work and related subsections. In the event of a “no show” appointment, please see section 3.6.4 for billing “no shows”

6.0 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.

7.0 REFERENCES

All Contractors shall include a list of a minimum of three references who use the Contractor’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. Include names of client, contact person, email address and phone number of all references. Also, as an attachment, Contracts 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 Contractors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Contractor.

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

8.0 FORMAT OF RESPONSE

- 8.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 8.2 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 contractors’ point-by-point response to this RFP. If the contractor responds only “Understand and comply,” it is assumed that the contractor complies with MCPS’ understanding of the requirement.

- 8.3 MCPS shall not be responsible nor be liable for any costs incurred by the contractor in the preparation and submission of their proposals and pricing.
- 8.4 A pricing proposal shall be submitted as a separate document outlining any content, timeline for implementation, training, professional development, etc.

9.0 MANDATORY SUBMISSIONS

Each Contractor 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. Contractors may request via e-mail to Angela McIntosh Davis, CPPB, Team Leader, MCPS Procurement Unit, at angela_s_mcintosh-davis@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies, as well as one (1) electronic version on CD or flash drive of the response, and one (1) redacted copy, 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 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 June 26, 2019. 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 also may negotiate with the one Contractor who submits the best proposal or with two or more Contractors who are in the competitive range. Therefore, it is important that the Contractor'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 Contractor'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 Contractor's qualifications and expertise. MCPS urges the Contractor to be specific and brief in their responses.

MCPS shall not be responsible or liable for any costs incurred by the contractor 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
- The Contractor must describe staff employment procedures and how supervision of staff and quality of service will be monitored required in 3.1 Mandatory Services, 3.2 Staffing and 3.3 Contractor Responsibilities.
- The Contractor must include complete resumes of qualifications and experience of all staff who will be assigned to this project.
- The Contractor must provide copies of current certification for therapists that will be assigned to this project.
- A sample invoice shall be provided and include all of the required information outlined in section 3.6.4, Billing.
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 7.0 References.
- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding Respondent's financial condition).
- 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 redacted copy of the Respondent's proposal as specified in Sections 10.0 and 11.0.

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 External Consultant(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 contractor, MCPS will consider the contractor's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the contractor'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 contractor if the investigation discloses that the contractor, 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 contractor to perform the work, and the contractor 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 contractor or investigation of such contractor fails to satisfy MCPS that such contractor 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 Contractor'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. Contractors 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.

10.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the contractor 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 contractor 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 contractor as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 11.0.

11.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Contractors 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 contractor in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a contractor, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the contractor 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 contractor 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 contractor must agree to defend and hold MCPS harmless if any information is inadvertently released. Each contractor must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

12.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Contractors 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 Contractor(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.

All Contractors 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, Contractors 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.

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

12.1.1. Completeness of Response

12.1.2. Contractor’s ability to provide described mandatory services and availability of staff.

12.1.3. Related past experience and qualifications

12.1.4. Contract’s understanding of the scope of services as demonstrated by the response to the RFP.

12.1.5. Availability of contract professional staff.

12.1.6. References

A selection committee comprised 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:	September 10, 2019
Questions Due:	September 16, 2019
Proposals Due:	September 24, 2019 at 2:00pm
Anticipated award effective date:	January 1, 2020

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

14.0 PRE- PROPOSAL CONFERENCE

Not applicable to this RFP.

15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the contractor's responsibility to check the MCPS website under "Event Calendar" <http://coldfusion.mcps.k12.md.us/cfms/webteam/calendar/calendar.cfm?calendarID=mcpsbids> 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. Contractors 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 - NEW

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace Advantage is free. It is recommended that all interested suppliers register at <https://procurement.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 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, 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/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 contractor(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 contractor. 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 Angela McIntosh Davis, CPPB, Team Leader, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to Angela_S_McIntosh-Davis@mcpsmd.org. Questions are due 4:00 p.m. on September 16, 2019. Responses will be posted on eMaryland Marketplace Advantage and on MCPS’ Procurement website on September 19, 2019. 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 contractors’ 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 contractor’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 Contractor 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 Contractor 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, 12-14, 16-18, 21-24, 26, and 28 of the MCPS General Contract Articles are non-negotiable.

22.0 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 _____