

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

Request for Proposal No. 4959.2,
Plagiarism Detection Software Solution

1.0 INTENT

The purpose of this Request for Proposal (RFP) is to solicit one or more established providers of plagiarism detection software to provide Montgomery County Public Schools (MCPS) with a software solution to detect originality in student work. This RFP seeks providers (“Respondents” or “Offerors”) who have a goal of not only detecting plagiarism, but also helping students to achieve authenticity in their writing and grow in their skills.

MCPS seeks a software solution that is intuitive, user-friendly, and compatible with existing MCPS platforms such as Canvas and Google Suite applications. The provider should support the implementation of the software through effective training, resources, classroom, school and district reports and technical support to ensure that teachers and students are able to leverage all aspects of the software.

2.0 INTRODUCTION

Montgomery County Public Schools (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2020–2021 school year, MCPS served more than 160,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,500 employees. Among the 209 schools that MCPS operates, 42 are National Blue-Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post*'s 2015 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2020-2021 are as follows:

White: 26.9%

Hispanic/Latino: 32.4%

Black or African American: 21.4%

Asian: 14.1%

Two or more races: ≤ 4.9%

American Indian or Alaskan Native: ≤5.0%

Native Hawaiian or other Pacific Islander: ≤5.0%

Students receiving free & reduced-price meals (FARMS): 33.3%

English for Speakers of Other Languages (ESOL): 18.2%

Students receiving special education services: 11.7%

3.0 SCOPE OF SERVICES

The 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 a proposal's content or exclude any relevant or essential information. Proposals should address the entire scope of services requested.

In this RFP, Curricular and Instructional Materials are defined to be the comprehensive curricula and materials needed for the total instructional experience for all diploma-bound learners in every classroom, aligned to the State Standards.

3.1 Technical Requirements

Platform/System – should support a minimum of:

- Compatibility with MCPS' current learning management systems (Google Suite for Education, Canvas), or any updated, upgraded, or alternative systems that MCPS adopts in its sole discretion. Compatibility includes (i) the ability to support single sign on configuration for online content; and (ii) the ability to incorporate online content via LTI integration with MCPS' learning management system; (iii) and the ability to configure a nightly (or more frequent) transfer of student data from online activity to MCPS' data management system (Unify) or any updated, upgraded, or alternative systems that MCPS adopts in its sole discretion. In the event that content is currently incompatible with current systems, proposals should include a specific timeline to bring content into alignment.
- System should include similarity reports as well as detect errors in grammar, spelling, style, mechanics, and usage.
- Must be capable of similarity detection of student work submissions.
- Desire to be able to check submissions against repository of previous MCPS submissions.
- Source database must include: web sources, research journals, electronic encyclopedias, textbooks, education and reference materials, published sources and student papers.
- Source databases must be continuously updated with content with an independent web crawler.
- Must provide reporting options such as restricting specific databases, exclusion of references and quoted materials and different reporting formats.
- Ability to provide feedback on student work is desired. Teachers should be able to provide feedback through both custom written comments and a bank of pre-loaded comments on grammar, style, mechanics, and usage.
- System reporting capabilities:
 - Usage statistics available on an institution-wide basis, and a per-teacher basis
 - Number of classes
 - Number of assignments
 - Number of peer reviews
 - Number of graded assignments
 - Similarity percentages
 - Data can be exported to Microsoft Excel
- Must provide at no additional cost the ability for MCPS to retrieve all documents submitted by students to vendor.
- Provide applicable certifications such as SOC2 documentation.
- Be secure and meet all local, state and federal data security standards.
- Provide for single-sign-on and duo authentication
- Support peer review

- Provide ability to permanently remove all documents submitted by a student from vendor infrastructure upon request.
- Accept submissions of text via multiple file types. This will be the primary submission method of content that needs to be evaluated. The Vendor should also accept the following media formats: .RTF, .DOC, .DOCX, .DOT, .DOTX, .TXT, .HTM, .PDF, .XML, .XLSX, .XLS, and .CSV., .PPT, .PPTX, .ODT, .ODP, .ODS.
- The Vendor should indicate in their response the plagiarism services that are supported.
- The system must have the ability to capture the content of the files within the native application in which the content was produced.
- Must be cloud based.
- Must be compatible with commonly used browsers such as Internet Explorer, Edge, Chrome, and Safari.
- MCPS will require access to the platform and all data 24 hours a day, 7 days a week for staff, students, and parents/guardians as applicable. MCPS requires the solution to be accessible from any device (e.g., personal computers, laptops, tablets).
- Must support multiple languages including but not limited to: English, Amharic, Arabic, Dutch, French, German, Italian, Japanese, Korean, Mandarin Chinese, Russian, Spanish, and Turkish.
- Ability to identify code plagiarism in assignments is desired.
- Option for student self-checking within Canvas without assignment submission is desired.
- Ability to support approximately 88,000 student and 5,000 teacher accounts. Estimated number of submissions per year is 704,000.

The Respondent's proposal shall identify and describe:

- (a) technical requirements, technical media resources and copyright and licensing status;
- (b) any hardware, software, processing or other requirements that will be necessary in order for MCPS and its users to fully utilize the Respondent's products and services;
- (c) the recommended technological configuration necessary to efficiently access and perform any digital or online functions;
- (d) the capacities and capabilities of its services related to ease of use and implementation school/district-wide and support for an unlimited number of users and possible roles as well as legally-compliant customizable permissions to secure access to student data;
- (e) compatibility with all modern browsers (examples include Internet Explorer, Chrome, Safari) using only default installation settings, as well as any system hardware and software components required on individual, end-users' devices;
- (f) compatibility with Google apps and Google Classroom;
- (g) how MCPS data and information will be securely stored, including but not limited to the hosting and access to data;
- (h) capacity to support automated data exchange between the Respondent's platform and MCPS' student information system(s) as appropriate;
- (i) how data is updated and synced on a daily basis;
- (j) how the Respondent will operate a secure log-in system for all MCPS users that provides MCPS staff to determine the levels of user access and delete or restrict use as necessary; and
- (k) how the Respondent will provide ongoing technical support for teachers and district users.

3.2 **Workflow**

The vendor must comply with the following:

- Text/Document is uploaded to Canvas LMS
- Vendor automatically evaluates submission
- Vendor provides a detailed analysis and report of similarity

- Desired average turnaround for reports is 60 minutes or under
- Describe the workflow and report average turnaround time for your solution.

3.3 Maintenance and Support

- Support: Vendor must provide support via email and telephone. Vendor will describe expected timeline. Include Service Level Agreement in regards to low, medium and high-level problems and issues.
- Updates and Development: Vendor must describe the process for and frequency of system upgrades. What process is used for notifications on updates? Does vendor maintain a list of known issues? What is the product roadmap?
- Training: Vendor will provide training for administrators, teachers, and central office staff. Describe training available.
- Privacy, Security and Copyright: Data transmitted during plagiarism detection should not be made available to third parties and is considered confidential. See Section 3.5 for detailed Data Privacy & Security requirements.

By agreeing to deliver materials within this contract, and as per the Individuals with Disabilities Education Act (IDEA), the publisher shall prepare and submit, within 30 days of the contract start date, a National Instructional Materials Accessibility Standard (NIMAS) file set to the terms and procedures set forth by the National Instructional Materials Access Center (NIMAC). The files will be used for the production of specialized formats as permitted under the law for students with disabilities. The publisher will also submit to MCPS a Certification from NIMAC to demonstrate submission of the file.

In addition, the Respondent'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. Examples might include, for example, detailed descriptions supported by printed screenshots, references websites or apps that MCPS will be able to review online, etc.

3.4 Timeline for Implementation and Key Staff

The goal of MCPS is to fully implement the solution selected through this RFP by spring 2023. The proposal shall provide a general timeline for implementing this software.

The proposal shall identify key staff members on the Respondent's project team, describe each team member's relevant experience, and describe the role he or she would play in the project. Such key staff shall not be substituted with other personnel or reassigned to another project without MCPS' prior approval in accordance with the MCPS General Contract Articles.

3.5 Data Privacy and Security

As specified in more detail in the MCPS General Contract Articles and elsewhere in this RFP, the Respondent will comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, ("PPRA") 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable Board of Education policies and MCPS regulations,

including but not limited to MCPS Regulation AFA-RA, Research and Other Data Collection Activities in Montgomery County Public Schools, MCPS Regulation JOA-RA, Student Records, and MCPS Regulation JFF-RA, Federal Requirements for Use of Protected Student Information.

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 PROVISION FOR PRICE ADJUSTMENT

Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations for awards, however, shall be made based on the original price submission only.

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful offeror must notify the director of the Division of Procurement of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 180 days of the contract. Thereafter the successful contractor must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the request for a price increase is approved, a contract amendment will be issued.

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 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 Mr. Caleb Young, Buyer, MCPS Division of Procurement, at Caleb_Young@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies, as well as one (1) electronic version on flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on 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 February 27, 2023. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Division of Procurement
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 Division of Procurement.

- Point-by-point Response to each section of the RFP
- Pricing Proposal
- References, see Section 7.0 References, including current school district clients
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor may also include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.)
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- A separate redacted copy of offeror's proposal as specified in Sections 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. References

12.1.5. Contract's understanding of the scope of services as demonstrated by the response to the RFP.

12.1.6. Availability of contract professional staff.

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: February 3, 2023

Questions Due: February 13

Pre-Proposal Conference: February 17

Proposals Due: February 27, 2023

Anticipated award date: April/May 2023

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

14.0 PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference for prospective contractors will be held on February 17, from 1:00PM – 2:00PM, via the Zoom meeting information below. Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by 2:00 PM on February 13, so that responses can be prepared prior to the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective contractors the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

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

Join Zoom Meeting:

<https://mcpsmd.zoom.us/j/81690692343?pwd=RnBNcENsMXpzQWU3aUM1b0QxYitxQT09>

Meeting ID: 816 9069 2343

Passcode: 042469

One tap mobile +13017158592,,81690692343#,,,,*042469# US (Washington DC) +13126266799,,81690692343#,,,,*042469# US (Chicago)	
Dial by your location:	
+1 301 715 8592 US (Washington DC)	+1 669 900 9128 US (San Jose)
+1 312 626 6799 US (Chicago)	+1 253 215 8782 US (Tacoma)
+1 646 558 8656 US (New York)	+1 346 248 7799 US (Houston)
Meeting ID: 816 9069 2343	Find your local number:
Passcode: 042469	https://mcpsmd.zoom.us/j/kqHHkcvZE

15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the “Vendor Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement> or contact the Division of Procurement at 240-740-7600 to verify whether addenda/errata have been issued.

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

15.0 eMARYLAND MARKETPLACE ADVANTAGE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

16.0 MULTI-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, 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.

17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Mr. Caleb Young, Buyer, MCPS Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to Caleb_Young@mcpsmd.org. Questions are due by 2:00 p.m. on February 13, 2023. Responses will be posted on eMaryland Marketplace and on the MCPS' Procurement website prior to the pre-proposal conference. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a contractor in response to a request will be furnished to all contractors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed contractors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by 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/.

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 contractor'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 Division of Procurement Regulations, as stated in the MCPS Procurement Manual. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the Contractor making the protest.

20.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Contractor will ensure that all staff abide by the provisions of the MCPS General Contract Articles. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14, 16-18, 21-24, 26, and 28 of the MCPS General Contract Articles are non-negotiable.**

21.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your 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 _____