

## MONTGOMERY COUNTY PUBLIC SCHOOLS

*Expanding Opportunity and Unleashing Potential*

**DIVISION OF PROCUREMENT**

March 30, 2023

RFP Number: 4976.1  
Due Date: April 24, 2023  
Open Time: 2:00 p.m.

To: Prospective Offerors:

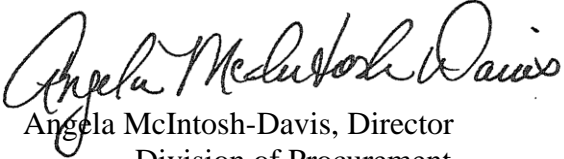
Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) from qualified contractors for a Sports Medicine and Athletic Training Partnership. Contracts shall be awarded and performed in accordance with the attached specifications, terms, and general conditions. The intent is to have an official partner that would assist with the implementation of a sports medicine and athletic training program in MCPS.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on April 24, 2023. Submissions received after this date and time will not be considered.

The contractor must submit their offer per the instructions under the RFP, Section 19.0 Submission Guidelines. 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, Director  
Division of Procurement

AMD  
Enclosure

**Office of Finance  
Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland**

**Request for Proposal No. 4976.1  
Sports Medicine and Athletic Training Partnership in Montgomery County Public Schools  
(MCPS)**

**1.0 INTENT**

Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) from qualified contractors for a Sports Medicine and Athletic Training Partnership. Contracts shall be awarded and performed in accordance with the attached specifications, terms, and general conditions. The intent is to have an official partner that would assist with the implementation of a sports medicine and athletic training program in MCPS.

Safe Competition is a R.A.I.S.E. core value of the MCPS interscholastic athletics program. It is the mission of MCPS and MCPS Athletics to achieve a strong partnership with an organization to provide physician supervision of athletic trainers and the health and safety aspects of the interscholastic athletics program. This partnership provides service arrangements that allow experienced, highly trained medical and allied health professionals the opportunity to aggressively implement clinical and operational protocols. This commitment to excellence results in a superior sports medicine delivery model for MCPS, while promoting the services and brand of the partner organization.

**2.0 BACKGROUND**

The MCPS system is the largest school system in Maryland and one of the oldest and largest (14<sup>th</sup>) school systems in the United States. MCPS serves approximately 160,500 students at 210 schools. MCPS has approximately 24,500 active employees.

The MCPS high school interscholastic athletics program consists of 20 sports, with 31 varsity-level teams and 13 junior varsity-level teams available at each high school. There are over 1,000 high school interscholastic athletic teams systemwide. This particular solicitation is to assist with the implementation of a sports medicine and athletic training program in MCPS, as outlined in Section 3, *Scope of Services*. With Board of Education approval of the Fiscal Year 2024 budget, MCPS will fund the salaries and benefits for an athletic trainer in each of the 25 high schools, along with a coordinator of health and safety for the district.

The following sports are offered for the following three seasons:

<u>Fall</u>	<u>Winter</u>	<u>Spring</u>
Cheerleading	Basketball	Baseball
Cross Country	Cheerleading	Gymnastics
Field Hockey	Pompons	Lacrosse
Football	Swimming & Diving	Outdoor Track
Golf	Indoor Track	Softball
Pompons	Bocce	Boys' Tennis
Soccer	Wrestling	Girls' Tennis

Team Handball  
Girls' Volleyball

Boys' Volleyball  
Coed Volleyball  
Allied Softball

### 3.0 SCOPE OF SERVICES

#### 3.1 General

##### Contractor Partner shall:

- Provide licensure and supervisory physician services for the district's athletic trainers and Health & Safety Coordinator
- Designate and communicate the contact information for the supervising physician(s). Hours of availability will be communicated and confirmed, including evening and weekends.
- Identify a liaison/contact point to work collaboratively with the MCPS Health & Safety Coordinator to manage all aspects of the partnership
- Deliver responsive, coordinated sports medicine services through the availability of clinics. Care can be provided at MCPS sites, if appropriate or the contractor's clinic locations. Responsive follow-up care is defined as within 72 hours.
- Implement clinical protocols which improve the treatment and rehabilitation of injured student-athletes in coordination with the athletic trainer on staff at the school
- Reduce the risk of catastrophic injuries or medical events resulting from interscholastic program participation, including conducting studies and data analyses
- Establish productive, interactive working relationships with coaches, student-athletes and athletic department staff
- Provide the School District Board, Administration and Athletic Department, qualified risk management consultation
- Provide 5 roving athletic trainer positions that will support the high school program and serve as contact points for middle schools.
- Assist with athletic training services, when additional, contracted services are required
- Offer physical clinics for student-athletes prior to each athletic season – fall, winter, spring
- Provide sports medicine education for parents, athletes, coaches, training staff, as planned and coordinated with the Health & Safety Coordinator for MCPS
- Assist with outreach opportunities, with focus on marginalized populations, including the Hispanic/Latino population in MCPS
- The partner organization and supervising physicians reserve the right to direct and/or lead medical actions during the coverage of events and practices as well as approve any medical interventions.
- The MCPS Health & Safety Coordinator, Chief Medical Officer, and Partner Organization Contact maintain all supervisory rights with the staff athletic trainer retained by the Montgomery County Board of Education and as detailed in the Maryland Athletic Trainer Evaluation and Treatment Protocol Agreements (attached as Addendum A).
- The partner organization shall maintain professional liability insurance that covers all services rendered by medical staff employed by the partner organization.
- The partner organization agrees that all student-athletes, parents or guardians reserve the right to seek care from physicians and other healthcare providers of their choice.

Contract shall be performed in accordance with the terms, specifications and conditions contained herein.

#### 3.2 Responsibilities

MCPS shall provide certified athletic trainers (ATs) who shall perform functions within their professional scope of practice, as established by the National Athletic Trainers Association (NATA)

under the six domains of athletic training (items A – F below). Also, ATs shall be responsible for helping to implement school or MCPS systemwide responsibilities related to the health and safety of student-athletes (item G below). A Health and Safety Coordinator shall be employed by MCPS and serve as the supervisor and liaison to the partner organization.

A. Prevention

- Attendance at home athletic contests and practices
- Education of coaches and student-athletes in health, nutrition, and safety related matters
- Assistance in developing team conditioning programs
- Assistance in screening student-athletes for participation, including collection and review of physical evaluations
- Assistance in safety inspection of facilities
- Assistance in developing emergency action plans
- Assistance in implementing system-wide concussion and heat acclimatization plans
- Assistance in determining ambient temperatures and heat-related restrictions
- Assistance in implementing baseline concussion testing.

B. Clinical Evaluation and Diagnosis

- Assessment of emergency conditions or situations
- Evaluation of acute and chronic athletic injuries or conditions
- Recognition of general medical conditions.

C. Immediate Care

- Implementation of standard emergency first aid procedures
- Recommendations for follow-up treatment
- Coordination/Activation of emergency medical care.

D. Treatment, Rehabilitation, and Reconditioning

- Application of appropriate interventions regarding athletic injuries
- Recommendations and monitoring of rehabilitation exercises for athletic injuries
- Instruction on methods for maintaining overall body conditioning while injured
- Education of the injury and direction of care
- Supervision of student-athletes' return to activity
- Referral of student-athletes to more specialized care for injury management
- Coordination of outside care and treatments.

E. Organization and Administration

- Maintenance of athletic training room
- Inventory of all athletic training room supplies and resources
- Accurate, current documentation of all daily treatments, injuries, and referrals using the designated MCPS program
- Assistance in completing Injury Reports/Emergency Medical Reports
- Creation of end-of-season injury summaries using the designated MCPS program
- Routine communication between parent or guardian, coach, and therapist or physician.

F. Professional Responsibilities

- Maintain a high level of professionalism at all times

- Comply with all local, state, and federal rules, requirements, regulations, and laws related to athletic training
- Report any suspected or known violation of a rule, requirement, or law to proper authorities.

#### G. Additional Responsibilities

- Conducting CPR/AED certification training for coaches and athletic department personnel
- Assistance in presenting the MCPS Health & Safety PowerPoint to student-athletes
- Assistance in implementing school system health and safety guidelines and procedures
- Attendance at countywide ATC meetings
- Assistance in the systemwide wrestling weight certification (two sessions)
- Assistance at countywide, MCPS, and regional championship contests and competitions.
- Completion of the MCPS *Three-step Qualification Training for EpiPen Administration for Selected School Personnel*
- Representation on the MCPS Student-Athlete Medical Advisory Committee, as requested

## 4.0 REQUIREMENTS

### 4.1 Supplemental / Follow-Up Services

Contractor shall have a relationship with one or multiple medical or training facilities. These facilities shall have the capacity to provide potential follow-up medical or training services for injured student-athletes. Parents and student-athletes will not be required to utilize these medical facilities or services, but they shall be available upon request.

### 4.2 Certification

All Certified Athletic Trainers (ATs) shall be certified by the National Athletic Trainers' Association (NATA) Board of Certification (BOC) and licensed in the State of Maryland. All ATCs practicing in the State of Maryland shall have to acquire a state issued professional license. This shall involve an application as well as a signed Evaluate and Treat Protocol by a Medical Director. The partner organization shall provide licensure for the athletic trainers employed by MCPS.

### 4.3 Background Checks

Employment is contingent on the results of a criminal background investigation. Any employee or service provider with a disqualifying background will not be permitted to work or serve in the Montgomery County Public Schools without any penalty whatsoever to MCPS.

## 5.0 JURISDICTION

### 6.1 Immediate Return-to-Play Protocol

The AT shall have the final determination on whether a student-athlete may return to action immediately following an injury, providing that a different, specific individual has not been delegated that authority for a particular event.

If one school does not have an AT present but another school does, the attending AT (usually provided by the host school) shall make the final determination on whether a student-athlete may return to a contest.

## 6.2 General Return-to-Play Protocol

Following serious injuries, the student-athlete must receive permission from both the AT and written permission from a physician before the student-athlete may be allowed to resume participation.

Procedures described in the *MCPS Concussion Plan* shall be followed in instances where a student-athlete has been removed from a practice because of a possible concussion.

## 7.0 MCPS RESPONSIBILITIES

### MCPS shall:

- Provide full funding of athletic training positions, including salaries and benefits, for each of the 25 high schools, pending budget approval
- Creation and hiring of the following positions:
  - Health & Safety Coordinator (central services position) – the [job description](#) includes the support and supervision of athletic trainers, coordinating schedules, data management, and the overall sports medicine components of the MCPS athletics program
  - 25 athletic trainers assigned to each of the comprehensive high schools. This position will be a full-time athletic trainer, maximizing coverage at events, practices, and training room hours.
- Hiring of athletic trainers will be supervised by the Health & Safety Coordinator and conducted in collaboration with the partner organization
- Implementation of a Student-Athlete Medical Advisory Committee, which includes representatives from MCPS and the partner organization and is led by the Health & Safety Coordinator
- Advertise partnership on all platforms and promote the brand of the partner organization at the district and school levels
- Fund the professional development and certification of athletic trainers and the health and safety coordinator
- Provide an injury and rehabilitation software program to monitor student-athlete information
- Maintain insurance that covers all MCPS-employed staff

### 7.1 Reasonable and Necessary Assistance

MCPS shall provide all assistance deemed reasonable and necessary to help the contractor address the obligations specified herein as it relates to current MCPS operations, documentation, required information and assistance.

### 7.2 Equipment and Facilities

MCPS shall provide the following equipment and facilities:

- First-aid supplies and equipment necessary to perform the functions specified herein
- Adequate and acceptable space for use as an athletic training facility at each school
- Computer/electronic device, printer, phone line. An email account will be provided for the contract program coordinator, for confidential communications.

### 7.3 Exclusivity

Grant contractor exclusivity as supplier of athletic training services to each of the high schools assigned to the vendor as part of this contract. This condition includes, but is not limited to, the display of banners, advertisements at school events, schedule cards, program, etc.

#### **7.4 Parent Consent**

Obtain consent from each student athlete's parent or guardian for the AT to share medically based information with the student athlete's physicians, therapists involved in providing treatment, and emergency response personnel in the field.

#### **8.0 CONTRACT TERM**

The initial term of contract shall be for three (3) years as stipulated in the RFP. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to two (2) additional three (3) year periods. Written notice indicating the intention of MCPS to pursue the extension of the contract will be issued to the successful vendor ninety (90) days prior to the expiration of the original contract. The contractor will 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 of Education (BOE) to extend the contract or decide to rebid. If the contract is extended by the BOE, a contract amendment will be issued.

#### **9.0 PROJECT MANAGER**

After MCPS Board approval the contract will be performed under supervision of Dr. Jeffrey Sullivan, director, Systemwide Athletics. The secondary manager is the health and safety coordinator for systemwide athletics. Any schedule changes shall be given to the primary MCPS Project Manager first. If agreed upon by MCPS and the contractor, a contract amendment shall be issued and signed by the director of the Department of Materials Management.

Montgomery County Public Schools  
Attention: Dr. Jeffrey K. Sullivan, Director of Systemwide Athletics  
850 Hungerford Drive  
Suite 174  
Rockville, MD 20850  
Phone: 240-740-5650

#### **10.0 COST / PROVISION FOR PRICE ADJUSTMENT**

**10.1** There is no cost for this partnership.

**10.2** MCPS will pay at a negotiated rate per hour/per trainer for services provided at events that are not covered by MCPS-employed staff or the identified five rover positions provided by the partner organization.

#### **11.0 INVOICING**

Payments for any services outlined in 10.2 shall be made after each event, seasonally, upon completion of the respective three athletic seasons (fall, winter, and spring) or once annually. If seasonal invoices are used, the spring invoice will include summer hours. The vendor shall submit invoices in duplicate, one (1) copy to the MCPS Department of Athletics for payment approval and one (1) copy electronically to the Division of Controller, Accounts Payable ([accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org)) at Montgomery County Public Schools, 45 West Gude Drive, Suite 3200, Rockville, MD 20850-9999. **All invoices and proposals will be clearly marked with the purchase order number and shall**

**identify pertinent information such as hourly rate, students tested, and the type of services performed.**

### **11.0 CONTRACT TERMINATION**

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12, MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a specific offer or for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13.

### **13.0 REFERENCES**

References shall be for services of similar size and scope, and should be from customers who completed implementation of a similar athletic trainer program based on a requirements study and RFP prepared by the vendor. Vendors must supply four (4) customer references.

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

### **14.0 INSURANCE REQUIREMENTS**

The contractor shall maintain Comprehensive Business insurance for protection from claims under the Workmen's Compensation Act, claims for damages because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage.

Prior to the execution of the contract by Montgomery County Public Schools (MCPS), the proposed awardee must obtain at its own cost and expense, and keep in force and effect until termination of the



contractual relationship with MCPS, the following insurance with insurance company/companies licensed to do business in the State of Maryland as evidenced by a certificate of insurance and/or copies of the insurance policies. Contractor's insurance shall be primary.

**Commercial General Liability**

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

**Automobile Liability Coverage**

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

**Worker's Compensation/Employer's Liability**

Meeting all requirements of Maryland Law and with the following minimum limits:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$1,000,000 policy limits
- Bodily Injury by Disease - \$500,000 each employee

**Additional Insured**

Montgomery County Public Schools must be named as an additional insured on all liability policies.

**Policy Cancellation**

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

**Certificate Holder:**

Montgomery County Public Schools  
Office of Finance  
Division of Procurement  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850

The Contractor shall provide MCPS with a Certificate of Insurance evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall email a copy within two (2) business days of its receipt to the MCPS Division of Procurement dropbox at [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org). The Contractor, if requested by MCPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

## **15.0 FORMAT OF RESPONSE**

**15.1** 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. 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 [Angela\\_S\\_McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org) to receive a copy of the Word document to help them prepare their responses.

**15.2** 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.

**15.3** 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.

## **16.0 EVALUATION CRITERIA**

**16.1** Offerors are required to furnish satisfactory evidence that they are qualified to perform the required scope of work on which they are bidding and maintain a regularly established place of business. Bidders will be evaluated based on their proposals. Therefore, vendors are encouraged to provide all required information in their proposal to show proof of their qualifications.

**16.2** MCPS reserves the right to convene a meeting with the top qualified vendors 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 the MCPS project manager shall be cause to reject the apparent low bid; and to consider the next lowest responsive bidder.

**16.3** Any proposal failing to meet minimum requirements may be disqualified and no score assigned.

The proposal receiving the highest number of points shall be selected. A committee shall assign the points and make the decision concerning the amount of points assigned in each area. The proposal will be evaluated as follows:

**16.4** Evaluation criteria. Proposals meeting all requisite criteria will be evaluated further. Those who do not meet requisite criteria will not be evaluated further. Evaluation criteria are:

1. Clear evidence of the offeror's experience and understanding of the function of athletic trainers in a high school setting and knowledge of a comprehensive sports medicine program

2. Ability of the offer's personnel and business systems to meet MCPS general and specific requirements, as demonstrated and as verified by references
3. Level, quality and type of client training, support and technical assistance provided
4. Capacity to provide services to a multiple high schools
5. Agreement to provide services at a rate indicated in Section 10
6. References, see 13.0 References

## **17.0 SCHEDULE OF EVENTS**

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

<b>RFP issued:</b>	<b>Thursday, March 30, 2023</b>
<b>Questions Due:</b>	<b>Wednesday, April 12, 2023</b>
<b>Proposals Due:</b>	<b>Monday, April 24, 2023, 2:00 p.m.</b>
<b>Anticipated award date:</b>	<b>May/June 2023</b>

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

## **18.0 PREBID CONFERENCE**

Not applicable to this RFP.

## **19.0 SUBMISSION GUIDELINES**

The response shall address each RFP specification. Vendors may request via e-mail to Mrs. Angela McIntosh-Davis, director, Division of Procurement, at [Angela\\_S\\_McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org) the Microsoft Word document of the RFP to help them in preparing their response.

One (1) original, three (3) copies, and one redacted copy as well as one (1) electronic version of the original and redacted copy on flash drive must be sent by mail, courier or hand-delivery and shall be bound with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents.

The redacted copy shall not include confidential business information or technical data which the bidder or subcontractor bidder 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 if a contract is awarded to this bidder 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.

Proposals are to be received no later than 2:00 p.m., on Monday, April 24, 2023. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools  
Division of Procurement  
45 W. Gude Drive, Suite 3100  
Rockville, MD 20850

Please note that the Board or 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.

## **20.0 ADDENDA/ERRATA**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website, under "Event Calendar" or contact the Division of Procurement at 240-740-7600 to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive. MCPS website is <http://www.montgomeryschoolsmd.org/departments/procurement/>

## **21.0 VENDOR OBLIGATION**

Please refer to Article 21. Obligations Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities, of the MCPS General Contracting Articles, Appendix A.

## **22.0 MULTI-AGENCY PARTICIPATION**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required 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 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 Bidder(s) and this contract shall be binding only upon the principals 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 Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing *is* based on the specifications provided in this solicitation.

### **23.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)**

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

### **24.0 INQUIRES**

Inquiries regarding this solicitation must be submitted in writing, to Sylvia Hardy, Buyer, Montgomery County Public Schools, Division of Procurement via email at [sylvia\\_hardy@mcpsmd.org](mailto:sylvia_hardy@mcpsmd.org) by **Wednesday, April 12, 2023**. The MCPS Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation until the contract is awarded by the MCPS Board of Education 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 <http://www.montgomeryschoolsmd.org/departments/procurement/>

### **25.0 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 bidder's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

### **26.0 PLACE OF PERFORMANCE**

The work shall be performed at various Montgomery County Public School locations within Montgomery County, MD.

### **27.0 CERTIFICATION**

The forms separately attached to this RFP (A-D, plus the MAPT Rider Clause), must accompany the proposal. Evaluation of proposals is dependent upon satisfactory completion of these forms.

### **28.0 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 subcontractors 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. Article 18, Data Collection is not applicable to this RFP.**

**29.0 NOTICE TO OFFERORS**

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

(See next page)

**I. OFFEROR 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. OFFEROR'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. Email Address \_\_\_\_\_
6. Website \_\_\_\_\_

**OFFEROR'S CERTIFICATION:** 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 \_\_\_\_\_