

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

Request for Proposal #4981.1
Montgomery County Educational Association (MCEA)
Salary Schedule Review and Recommendation

1.0 INTENT

The purpose of this Request for Proposal (RFP) is to partner with one or more organizations to review the current Montgomery County Public Schools (MCPS) salary schedule for all positions that are included in the Montgomery County Education Association (MCEA) salary schedule and to provide recommendations for revision and/or alternative salary schedule models. The review must include analysis of the current MCPS salary schedule structure within the context of the overall school system budget and other MCPS salary scales, comparison to alternate salary schedule structures successfully implemented in other large public-school organizations and synthesis of relevant research. The resulting options must be flexible in order to meet future demands, meet the needs of MCPS and MCEA and adhere to all local, state and federal public-school employment regulations, policies and laws; most specifically the Blueprint for Maryland’s Future (Blueprint).

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 210 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 2022-2023 are as follows:

- Hispanic/Latino: 34.6%
- White: 24.4%
- Black or African American: 21.8%
- Asian: 13.9%
- Two or more races: ≤ 5.1%
- 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%

The current MCPS approach to salary structures for MCEA employees has been in place for many years. The changing landscape of public school employment; specifically the nationally recognized teacher shortage has prompted MCPS to carefully consider how to most effectively compensate both new and veteran MCEA employees to ensure that the system’s ability to recruit and retain these employees meets the staffing needs of our schools and offices.

The Blueprint was passed by the Maryland General Assembly in 2021 to transform public education in the state into a world-class education system. The Blueprint intends to enrich student experiences and accelerate student outcomes, as well as improve the quality of education for all children in Maryland, especially those who have been historically underserved. The Blueprint includes 5 pillars that define the priorities. Pillar two, *High Quality and Diverse Teachers and Leaders*, implements a career ladder, competitive salaries, and incentives as strategies to attract and retain high-quality teachers.

The approved MCPS FY23 budget allocates \$1.86 Billion (64% of total budget) to employee salaries. Of that total, \$1.28 Billion (69% of total salaries) is allocated to MCEA positions. There are currently 14337 MCEA eligible employees 69 unique position codes / job titles. The number of eligible employees and position codes / job titles may slightly change as MCPS transitions into FY24.

Job Code	Job Title	Job Code	Job Title	Job Code	Job Title
1028	Content Specialist BD	1004	Teacher, Central Office AD	0835	Elem Integrated Curr Spec BD
1045	Counselor Other BD	1008	Teacher, Consulting AD	0800	Employee Assistance Specilst BD
1049	Counselor, Elementary BD	1032	Teacher, ELD AD	0812	Evaluation Specialist BD
1055	Counselor, Resource BD	1059	Teacher, ELD Resource BD	0831	Instrc Spec - Athletic Dir BD
1051	Counselor, Secondary BD	1001	Teacher, Elementary AD	0808	Instrucl Assessmnt Specilst BD
1066	Instructor, JROTC AD	1031	Teacher, Focus AD	0833	Instructional Spec BD
1052	Media Specialist BD	1039	Teacher, General Music AD	0836	Pre K-12 Content Specialist BD
1044	Occupational Therapist AD	1101	Teacher, Head Start AD	0933	Psychologist BD
1660	Parent Educator 10 mo AD	1003	Teacher, High AD	0931	Pupil Personnel Worker BD
1043	Physical Therapist AD	1014	Teacher, Infants Toddlers AD	0932	Social Worker BD
1042	Psychologist-10 mos BD	1040	Teacher, Instrumental Music AD	0803	Spec,SchCounResdncy&IntlAdm AD
1065	Senior Instructor, JROTC AD	1002	Teacher, Middle AD	0861	Specialist Educatn Services BD
1068	Social Worker 10-mo BD	1016	Teacher, PEP AD	0845	Specialist Emotional Dsbilts BD
1024	Sp Ed Elem Prgm Spec AD	1037	Teacher, Physical Education AD	0815	Specialist, Parent Invlvmnt AD
1064	Sp Ed Sec Prgm Spec BD	1017	Teacher, Prekindergarten AD	0930	Teacher, Exception 12 mos AD
1057	Specialist, Auditory Devel AD	1012	Teacher, Reading Initiative AD	0837	Tech Implementation Spec BD
1035	Speech Pathologist BD	1033	Teacher, Reading Specialist BD		
1058	Student Spprt Transition Sp BD	1010	Teacher, Reading Support AD		
1029	Tchr, Physical Disabilities AD	1054	Teacher, Resource AD		
1005	Teacher, Acad Intervention AD	1046	Teacher, Sp Ed Resource Rm AD		
1050	Teacher, Adptd Physical Ed AD	1047	Teacher, Sp Ed Transition AD		
1020	Teacher, Alternvte Prgrms AD	1060	Teacher, Spec Ed Resource BD		
1038	Teacher, Art AD	1034	Teacher, Special Education AD		
1048	Teacher, Auditory AD	1025	Teacher, Special Programs AD		
1022	Teacher, Career Preparation AD	1009	Teacher, Staff Development AD		
1021	Teacher, Career Support AD	1030	Teacher, Vision AD		
		1027	Team Leader-Middle School BD		

MCPS recognizes that the strength of the organization is our human capital. The MCPS strategic plan identifies three main areas of focus. The focus on *operational excellence* details the importance of our strategic investment in human capital in order to ensure all students are prepared for college, career and community. The operational excellence focus in the strategic plan specifically identifies the following objectives connected to human capital recruitment and retention:

- Improve the strategic recruitment strategy to increase high-quality workforce diversity and support the social emotional well-being of all students
- Increase experienced and diverse principals and teachers serving in high-need schools
- Connect the district's financial plan to the strategic plan with the goal of aligning all district resources and increase transparency

3.0 SCOPE OF SERVICES

3.1 MCPS seeks proposals that address the entire scope of services. Requirements include:

- a) Analyze the current MCPS salary structure for all MCEA positions to identify strengths and opportunities for sustainable improvements.
- b) Present strategic options to consider, consistent overarching goals for compensation, aligned with all relevant laws, and leveraging national research and experience.
- c) Map a process for transition and recalibration from the current salary structure to any proposed model in a budget conscious manner.
- d) Actual salaries are determined through negotiations; resulting options should focus on the salary structures and not actual salary dollar amounts

3.2 Overarching compensation structure goals

- a) Maximize lifetime earnings for employees
- b) Minimize the number of steps to maximum earning
- c) Allow for the highest possible entry pay
- d) Disconnect steps in the salary structure from years of service
- e) Recommendations must reflect all requirements of the [Blueprint for Maryland's Future](#)
- f) Recommendations must incorporate the requirements of the [Blueprint for Maryland's Future](#) career ladder component
- g) Recommendations must consider recognition of other required certifications/ licensures
- h) Recommendations must address the impact of increase of new teacher salaries on veteran teacher salaries in a way that does not disincentivize veteran staff
- i) Salary scale must not incorporate a job performance component.

3.3 Stakeholder Engagement

- a) Engage a designated stakeholder group identified by MCEA leadership in feedback session
- b) Engage a designated stakeholder group identified by MCPS leadership in a feedback session
- c) Stakeholder engagement must occur as part of the initial information gathering process
- d) Facilitate regular engagement opportunities to include MCEA and MCPS leadership

3.4 Research Analysis and Comparisons

- a) Comparison of current MCEA salary structure to all other Maryland public school districts
- b) Comparison of current MCEA salary structure to comparable neighboring public school districts outside of Maryland
- c) Best practices from similar districts across the country; specifically large, unionized districts
- d) Investigate alternative models for salary structure outside of our local area
- e) Analysis of workforce trends that impact and influence salary structure
- f) Consider impact of salary supplements that contribute to overall lifetime earning
- g) Consider impact of [National Board Certification](#)
- h) Consider impact of advanced degrees and other required certifications/licensure
- i) Job analysis to determine variability in salary schedule entry points for jobs with unique skill sets and/or licensure requirements
- j) Collaborate with leaders of the Teacher Collaborative Grant (University of Maryland, MCEA, PGCEA, MCPS and PGCPs) to evaluate proposed career ladder models

3.5 Technical Requirements and Vendor Experience

The vendor shall have proven experience in the analysis of salary structures for large organizations that resulted in the development of proposed structure improvement options. In addition, the vendor's proposal shall provide examples of similarly completed projects, or projects in progress, that demonstrate the responding firm's expertise and capabilities in each of the above-listed areas. Examples might include, for example, reports, detailed descriptions supported by printed screen shots, references to websites or apps that MCPS will be able to review online, etc.

3.6 Timeline for Implementation and Key Staff

The vendor's proposal shall include a plan and schedule for implementation. The proposal shall provide a general timeline and sequence of required stakeholder engagement components. The proposal shall detail the processes that will be used for stakeholder engagement. The proposal will clearly define which components of the work will be virtual and which will be in-person. In addition, the proposal shall identify key staff members on the 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. It is expected that the project will initiate within 21 days of the signed and approved contract. The project must be completed including all final reporting within six months of project initiation. The project proposal will clearly articulate the format in which the final summary and synthesis of information and resulting recommendations will be shared.

3.7 Data Privacy and Security

As specified in more detail in the MCPS General Contract Articles and elsewhere in this RFP, the vendor will comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the

Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.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*.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 11.0. However, the Montgomery County Board of Education reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards.

In determining the qualifications of an offeror, MCPS will consider the offeror’s record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies. MCPS expressly reserves the right to reject the proposal of any offeror if the investigation discloses that the offeror, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the offeror to perform the work, and the offeror shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS’ needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the offeror or investigation of such offeror fails to satisfy MCPS that such offeror is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder’s services.

All offerors submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Offerors also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

MCPS reserves the right to add or delete Contractors throughout the contract term should MCPS determine, in its sole discretion, that there be a need for additional services not available from the awarded Contractors.

4.0 CONTRACT TERM

The initial term of contract shall be for one (1) year as stipulated on the RFP. However, the contract may not begin until one day after approval by the MCPS Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms

and conditions for up to three additional terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may make a recommendation to the MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued.

5.0 CONTRACT TERMINATION

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

6.0 REFERENCES [UPDATE REQUIREMENTS IF NEEDED]

All offerors shall include a list of a minimum of five references who use the firm's digital content, assessments, professional development, and customization services who can attest to the firm's 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, offerors shall include a list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short listed offerors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

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

5.

Email _____

7.0 FORMAT OF RESPONSE

- 7.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 7.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the vendors' point-by-point response to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.
- 7.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.
- 7.4 Pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

8.0 MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Sylvia_Hardy@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 and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on June 9, 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 may also negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range.

Therefore, it is important that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the offeror's proposal will become a part of the official file on this matter without obligation to MCPS.

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

Offerors must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If the offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

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

Complete Response must include:

- Point-by-point Response to each section of the RFP
- Pricing Proposal
- References, See 6.0 References
- List of all current school district clients, See 6.0 References
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor may also include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.)
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause
- 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 9.0 and 10.0.

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

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

Provided, that offeror marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the

conditions of the legend: "Technical data contained in pages ___ of this proposal shall not be used or disclosed, except for evaluation purposes."

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

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

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

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

11.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 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 offerors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal. In addition, vendors shall be prepared to provide a product and services demonstration, providing an overview of the proposed product and services at no cost to MCPS. As appropriate, the

vendor shall be responsible for the installation of the proposed products and services and any third party software at the District-designated demonstration facility before the demonstration, as necessary. If requested by MCPS, the top qualified offeror or offeror shall provide MCPS with an opportunity to access and review the vendor's system as in operation at that time, via the Internet from a MCPS computer, to ensure conformity to the requirements of this RFP as well as for the quality and ease of the user interface.

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further. Selection will be made on the basis of the criteria listed below.

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

12.0 SCHEDULE OF EVENTS

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

RFP issued:	May 15, 2023
Questions Due:	May 22, 2023 at 4:00p.m.
Proposals Due:	June 9, 2023 at 2:00 p.m.
Anticipated award date:	Summer 2023

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

13.0 PRE-PROPOSAL CONFERENCE

Not applicable to this RFP.

14.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <https://ww2.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> 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. Offerors must acknowledge receipt of

such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

15.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at <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.

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, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Awarded offeror(s) and this contract shall be binding only upon the principal's signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Sylvia Hardy via email to sylvia_hardy@mcpsmd.org. Questions are due at 4:00 p.m. on May 22, 2023. Responses will be posted on the MCPS Procurement website on May 23, 2023. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offerors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by offerors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage

and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

18.0 UNNECESSARILY ELABORATE BROCHURES

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

19.0 BID PROTESTS

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

20.0 CONTRACT

MCPS plans to enter a contractual agreement with 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.**

21.0 NOTICE TO BIDDERS

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

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

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

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

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

Company Name _____

Address _____

Bid Representative's Name _____

Phone Number/Extension _____

Email Address _____

Website _____

II. VENDOR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____