

December 22, 2022

RFP Number: 6808.1  
Due Date: January 27, 2023  
Open Time: 2:00 p.m.

To: Prospective Respondents:

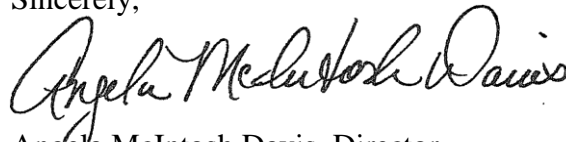
Montgomery County Public Schools (MCPS) is soliciting proposals from qualified vendors for the provision and implementation of an integrated web-based GPS, Parent application, routing software, and Student Tracking system that efficiently manages the collection, centralization, and reporting of transportation data throughout the district.

A pre-proposal conference will be held on Thursday, January 19, 2023 at 9:00 a.m. via Zoom. The Zoom link details are outlined in the RFP document. Questions regarding the RFP must be submitted by January 11, 2023.

The contractor must submit their offer per the instructions under the RFP, Section 9.0 Mandatory Submissions. 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**  
***MONTGOMERY COUNTY PUBLIC SCHOOLS***  
**Division of Procurement, Suite 3100**  
**45 West Gude Drive**  
**Rockville, Maryland 20850**

**Request for Proposal #6808.1**  
**Integrated Web-based Student Transportation Routing and GPS Tracking System**

**1.0 INTENT**

Montgomery County Public Schools (MCPS) is soliciting proposals from qualified vendors for the provision and implementation of an integrated web-based GPS, Parent application, routing software, and Student Tracking system that efficiently manages the collection, centralization, and reporting of transportation data throughout the district.

**2.0 INTRODUCTION**

Montgomery County Public Schools (MCPS) is the 14th largest school system in the United States. MCPS buses provide student transportation to over 110,000 students and over 200 schools in Montgomery County, while also serving special schools in Maryland, Virginia, and Washington, DC. In addition, buses also provide transportation for summer school, field trips, and other community activities year-round. The bus fleet consisting of over 1,390 buses are parked strategically throughout the county at six transportation depots. In addition to the day-to-day operations handled at the six depots, several other offices within the Department of Transportation (DOT) work collaboratively to guarantee the safety and efficiency of the students and buses. Buses serving Special Education and other programs (i.e. magnet, gifted & talented, and immersion) are routed by a team of specialists in the Transportation Support Services Unit. Field trips and employee hours are also handled within this unit. The Safety, Training & Staff Development Unit works with employees in order for bus operators and attendants to stay current with industry standards and safety measures. Staffing needs are handled by the Department's internal Human Resources Unit. And finally, the Information Technology team works to ensure all of the Department's technological needs are met.

The Office of Strategic Initiatives (OSI) supports the systems and technical infrastructure of the school system and ensures that day-to-day operations function optimally. Any solution proposed by a prospective vendor must operate optimally as part of the MCPS infrastructure. Some relevant characteristics of the MCPS infrastructure are as follows:

- SAML, OAUTH, or OpenID authentication for SSO is required for MCPS internal staff.
- The standard operating system for centrally managed server applications is Windows Server 2019 or higher (if hosted on premises.)
- MCPS uses both Microsoft SQL Server 2019 and Oracle 12 as the standard for enterprise database management.
- Web applications are typically served using Microsoft Internet Information Server (IIS).
- Web applications are typically load balanced using an F5 BigIP load balancing appliance.

- All schools have a minimum of 1 Gbps download speeds and 1 Gbps upload speeds to the MCPS data center and the internet.
- All MCPS workstations have a minimum configuration of a 250 GB hard drive, 4 GB RAM and a 2.8 GHz processor. These desktop computers use the Windows 10 operating system.

Supported Browsers:

1. Chrome – computers are set to auto-update, currently the lowest version (on older Chromebook devices) is 74; newer devices are at 87.
  2. Edge – computers are set to auto-update, now a Chrome-based browser, version numbers are similar to Chrome’s, currently at version 87.
  3. Use of HTML5/CSS3/JS over Java/Flash/Silverlight is preferable (including other “sunsetting” plugin technologies.)
- The minimum IOS (Apple) and Android devices supported are iPhone 6s and Samsung Galaxy S6.
  - MCPS develops any out-of-band reporting with Microsoft Power BI or SSRS.

### 3.0 SCOPE OF SERVICES

MCPS requests qualified vendors to deliver a product solution that provides comprehensive transportation services through its software and hardware to efficiently manage the collection, centralization, and reporting of transportation data throughout the district. The vision will include access to real-time data within a cloud-based software for GPS tracking of buses, location data points at specific time intervals, student ridership, routing software, parent app notifications, routing of buses, and accident reporting alerts. The system shall be accessible for selected transportation personnel staff, along with an option for other staff members from a school view perspective. In addition, MCPS may include future add-on features to perform time and attendance for payroll purposes, as well as other features that may be available by the provider.

#### 1. TECHNICAL REQUIREMENTS

##### **Operating Environment:**

- a. The system must integrate optimally into the MCPS technical infrastructure outlined in RFP.

##### **System Security Administration:**

- a. The system shall integrate with Microsoft Identity Manager, should user identity provisioning be needed.
- b. The system shall integrate with Azure Active Directory for user authentication utilizing SAML or OpenID.

- c. The system shall allow management of authentication and authorization for all sites centrally
- d. The system shall apply changes to permissions and authorization levels in real time, at a minimum sync of once per hour.
- e. The system shall retain logs of unsuccessful login attempts
- f. The system shall support expiration of cookies at end of a session (by both logging out of the system or closing the browser).
- g. The system shall provide the ability to modify the session timeout length due to system inactivity by a user.
- h. The GPS device shall have the ability to be mounted in a specific area of the vehicle with the option of removing the device and re-installing it.
- i. The service subscription agreement for the GPS device shall include cellular transmission

## **2. USER PERMISSIONS MANAGEMENT**

The system shall distinguish roles with differing degrees of authority in the system including, such as but not limited to the following capabilities:

- i. "System Administration/Configuration"
  - 1. Install and update the system
  - 2. Configure roles, users, and system-wide settings
  - 3. All abilities of Power User role
- ii. "Power User"
  - 1. Ability to audit usage of the system
  - 2. Ability to create and participate in workflows for all sites
  - 3. Ability to create and modify reports for all sites
  - 4. All abilities of Site Administrator role.
- iii. "User"
  - 1. Ability to create, read, update, and delete data for a specified site.
  - 2. Ability to participate in a workflow for a specific site.
  - 3. Ability to view reports for a specific site.
- iv. "Read-Only" (public facing)
  - 1. Ability to view specific aggregated data and graphics

### 3. **ENVIRONMENT**

- a. The system shall provide 256-bit secure socket layer (SSL) encryption or other industry standard secure data transmission protocol for each user session.
- b. The system shall support or provide a secure database environment protected from unauthorized access or update.
- c. The system shall support the "most restrictive" level of security based on the roles a user has been assigned.
- d. The system shall detect and display potential security issues and provide a mechanism to report on and resolve all issues appropriately.
- e. The system shall provide functionality for the System Administrator to view security reports including authorized system use, unauthorized access attempts, and security profiles of users.
- f. The system shall provide the ability to view log files for all changes, deletions, and additions including date/time, user id, and workstation or other input device identifying information (e.g. name, type, IP address, etc.).
- g. MCPS will use our Service-Level agreement (attached in Appendix X)

### **OPERATIONAL REQUIREMENTS**

1. All data shall be viewed by users through a single web-based interface housed in the web-based system. The following features are desired:
  - a. Be menu-driven, allowing the user, as appropriate to their role(s), to enter, edit, store and back up data, and produce monthly, year-to-date, and annual reports.
  - b. The software shall have a high degree of usability, meaning it must be easy to navigate, be "user friendly," and minimize the need to know technical terms, keystroke combinations, etc.
  - c. The solution needs to be mobile device compatible.
  - d. Email alerts need to use the MCPS email system
  - e. Email alerts need to use a service account to send emails
  - f. Emails are required to utilize username and password when sending messages either via SMTP, SOAP, EWS (Exchange Web Services API)
  - g. Identify methods for MCPS project managers to report issues and/or obtain help desk support.
  - h. The GPS data must be displayed for any group of vehicles defined by the user. An example is buses serving a particular school, in a certain geographic area, or any user-defined criteria.
  - i. The GPS data shall be displayed over the same map as used in the current routing and scheduling system. The maintenance of two (2) separate maps is unacceptable.
  - j. The GPS data must be displayed for any group of vehicles defined by the user.
  - k. The GPS data will be displayable in the fleet management overview and interact with the Parent bus location application.
  - l. The GPS software shall have the ability to display actual versus planned data on the map. Users shall have the ability to display both actual real-time travel paths of use and planned

travel paths according to routes contained in the current routing and scheduling database. Information shall be able to be displayed on the same screen with user-defined graphical attributes to separate the two.

- m. The software shall allow the user to select the types of events to be reported. Examples of events should include but are not limited to:
- Bus stops
  - School stops
  - Entrance door open/close
  - Emergency alert
  - Excessive speed
  - Amber/red light activation
  - Excessive idling
  - Ignition on/off
  - Speed
  - Location (latitude, longitude)
  - Vehicle Identification (ID)
  - Date
  - Time
- n. The GPS software shall have the ability to allow for the easy evaluation of bus stops as listed by the current routing and scheduling system and compare with actual GPS data and allow the user the option to correct if needed.
- o. The GPS software shall report the statuses of all GPS units on a daily basis and notify the system manager of any malfunction of any unit.
- p. The GPS software shall be able to provide vehicle position at a minimum of once every 10 or 15 seconds while the vehicle is turned on.
- q. The GPS software shall be able to track vehicles even when the vehicle is out of communication range and save the information until the vehicle is back within communication range. The GPS signal shall be continuous
- r. The GPS software must allow users to switch between a street map view and a satellite view
- s. The GPS software must be able to produce turn-by-turn directions for each route. The solution should allow for Transportation Department to modify directions, re-route in real-time, and add and remove stops.
- t. The GPS software must have a portal to view the status of all routes by state (delayed, uncovered).
- u. The GPS software must have a portal to view all buses assigned to a school.
- v. DOT should be able to notify parents via the parent apps, email, SMS, or a Dashboard.
- w. Parent application must receive notifications from the DOT
- x. Parent application must show bus progression from the GPS system.
- y. Parent application must notify the arrival or departure of the bus and provide parent support.
- z. Routing software must set optimal routes to identify efficiencies to reduce expenses
- aa. Routing software must adjust stop locations based on safety concerns

- bb. Routing software must track mileage and hours for each identified route for reporting purposes
  - cc. Routing software must allow for temporary changes or one-time changes without altering regular schedule
  - dd. Routing software must maintain all data (past and current) in one database for tracking student rider and driver management
  - ee. Routing software must have calendar-based flexibility for scheduling
2. Provide real-time text and email alerts for IAQ monitoring data alarm threshold exceedances.
    - Alerts need to use the MCPS email system
    - Alerts need to use a service account to send emails
    - Emails are required to utilize username and password when sending messages either via SMTP, SOAP, EWS (Exchange Web Services API)
  3. Provide User Management with permission-based roles and notifications.
  4. Enhanced security.
    - Role-based access
    - SSL encryption of at least 4096 bit
    - SSO integration utilizing SAML or OpenID
    - Publicly accessible reports, as identified and indicated by MCPS staff
  5. The software product should have the ability to integrate with other systems using Application Programming Interface (API), depending on proposed solution equipment and design.
  6. Compatible with all major operating systems platforms (i.e. Windows, Mac OS, iOS, Android, etc.) and browsers (Chrome, Edge, Safari, Firefox)
  7. Compatible with the network environment available in MCPS facilities
  8. The contracted firm shall provide any needed technical support for all monitors and software for the duration of the contract.
  9. All bidders shall make available a comprehensive list of “out-of-the-box” functions, features, and capabilities for all components of the proposed solution architecture.
  10. All bidders shall also provide a listing of any minimum requirements and/or specifications that MCPS must meet to successfully deploy. This shall include but is not limited to hardware devices, peripherals, network, power/environment, and the software solution.
  11. All items listed are assumed to be included in the proposed cost. Any extra or additional features not included in the base cost proposal are to be clearly identified, with their associated costs.

## **TRAINING REQUIREMENTS**

- a) The awarded offeror shall develop and submit a comprehensive training plan and strategy for training the MCPS Department of Transportation (DOT) staff to the new GPS/AVL system.
- b) The offeror shall include recommended training hours. Identify the location of recommended training.
- c) Offeror shall describe any “Introductory” tutorials, electronic and manual training aids, and user guides that are developed for the system.
- d) Training shall be provided and may include but not be limited to:
  1. RBO (6)
  2. Routing staff
  3. TCM (25)
  4. Dispatchers (6)
  5. Managers (6)
  6. Director (1)
  7. Assistant Director (1)
  8. Operational Manager (1)
  9. Fiscal Manager (1)
  10. IT team (4)
- e) Training shall be provided for IT /mechanic(s) to install/remove, repairs, troubleshooting, etc. (approximately 15 individuals).

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 12.0. 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, including but not limited to the offeror’s record providing online digital curriculum services to MCPS or other schools or school districts. 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 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 annually if mutually agreed upon. 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 PRICING**

The Respondent's proposal shall include a completed pricing sheet for the solution that the Respondent is proposing under this RFP, including pricing for the professional learning offered by the Respondent. If the Respondent proposes an alternative pricing methodology or schedule, it shall be clearly presented in a way that provides all of the information as it relates to Section 3.0 Scope of Services and related subsections.

#### **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 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 appendix, 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 &amp; 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 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.
- 8.3 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.
- 8.4 Pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

## 9.0 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 Angela McIntosh Davis, Director, Division of Procurement at [angela\\_s\\_mcintosh-davis@mcpsmd.org](mailto:angela_s_mcintosh-davis@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies as well as one (1) electronic version on 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 January 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 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 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.

**10.0 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.

## 11.0 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.

## 12.0 EVALUATION CRITERIA

Evaluations will be based upon the written Responses provided to MCPS for the Solicitation. After all Responses have been evaluated, the Committee may invite a limited number of the highest scoring Responses to demonstrate their solution. The number of Vendors who are invited to participate in a demonstration will be determined by the Committee after all the written Responses have been collected and evaluated.

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.

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 offerors 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. **Proposal Quality** – Proposals will be evaluated for their completeness, clarity, organization and what seems the most advantageous or meets the needs and goals of MCPS.
2. **Cost Proposal** – Total cost proposed for the design and installation of each project. The lowest cost proposal may be judged on the basis of price, conformance to specifications, adequacy of the equipment, and any other criteria as may be set forth by MCPS in this RFP, as applicable, that pertains to the contract.
3. **Response to the Scope of Work** - Evaluated to see that proposed equipment meets or exceeds nearly all the requirements listed in the scope of work. It is intuitive, user-friendly - the software should make it easy for any MCPS employee to track, review data and communicate with school system stakeholders.
4. **Experience** - Staffing and Support Plan - winning proposals will have a team with extensive experience implementing this type of hardware/software, company experience supporting customer success, and three references relevant to this project.

### **Demonstration**

After initial evaluation, selected offerors will be asked to give a live demonstration of their software and hardware solution to MCPS staff, in person and on MCPS infrastructure. Demonstrations should be tailored to the scope of work in this RFP and designed to fit within a 1.5-hour window (including a question and answer period).

Finalists will be asked to send a device and/or make a site visit to install a device at a school as “proof of concept” to connect to their test environment and demonstrate the ability to use a web browser to access the data from that device.

Any and all equipment and software used in the demonstration shall be the same version, capacity, specifications, and features to be implemented by the awardee for MCPS. MCPS requires a [[any proposed device]] from the offeror, as configured and described both herein and in offeror’s response, to test for compatibility by MCPS’ Office of Strategic Initiatives engineering staff.

Please include any other components and functions that you think are best suited to the overall goals of the MCPS. Be prepared to answer questions about your experience and solution during the demonstration

### 13.0 SCHEDULE OF EVENTS

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

<b>RFP issued:</b>	<b>December 22, 2022</b>
<b>Questions Due:</b>	<b>January 11, 2023 by 4:00pm</b>
<b>Responses Posted:</b>	<b>January 18, 2023</b>
<b>Pre-Proposal Conference:</b>	<b>January 19, 2023 at 9:00am</b>
<b>Proposals Due:</b>	<b>January 27, 2023 by 2:00pm</b>
<b>Anticipated award date:</b>	<b>February 23, 2023</b>

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

### 14.0 VIRTUAL PRE-PROPOSAL CONFERENCE

**A virtual Pre-Proposal Conference for prospective offerors will be held on January 19, 2023 at 9:00 a.m.** Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by **4:00 p.m. on January 11, 2023** so that responses can be prepared prior to the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective offerors 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.

The following information is provided for vendors who wish to participate in the pre-proposal conference:

#### **Join Zoom Meeting**

<https://mcpsmd.zoom.us/j/81130995706?pwd=eVVMV1BEOXMyN2thalNodksyaWhqQT09>

Meeting ID: 811 3099 5706

Passcode: 411701

### 15.0 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" <http://coldfusion.mcps.k12.md.us/cfms/webteam/calendar/calendar.cfm?calendarID=mcpsbids> 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.

## 16.0 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.

## 17.0 MULTI-AGENCY PARTICIPATION

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

## 18.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh Davis, MCPS Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850 or via email to [angela\\_s\\_mcintosh-davis@mcpsmd.org](mailto:angela_s_mcintosh-davis@mcpsmd.org). **Questions are due at 4:00 p.m. on January 11, 2023. Responses will be posted on the MCPS Procurement website on January 18, 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 offeror 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/](http://www.montgomeryschoolsmd.org/departments/procurement/).



## 19.0 UNNECESSARILY ELABORATE BROCHURES

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

## 20.0 BID PROTESTS

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

## 21.0 CONTRACT

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

See Next page

## 1.0 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.

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. VENDOR'S CERTIFICATION:** Upon notification of award, this document in its entirety and any professional services agreement 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 \_\_\_\_\_