

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

Request for Proposal # 7244.2, Implementation of a Video Software Editing Platform for the Montgomery County Public Schools (MCPS) High School Interscholastic Athletics Program

1.0 INTENT

Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) from qualified vendors for a video software editing platform. The platform will allow schools and coaches to use video for instructional purposes and to assist with the college recruiting process for student-athletes.

Contracts shall be awarded and performed in accordance with the attached specifications, terms, and general conditions. The preference is to utilize one platform across all 25 MCPS high schools for all sports; however, MCPS will consider platforms that excel for specific sports.

2.0 INTRODUCTION

MCPS is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2022–2023 school year, MCPS served more than 160,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2023 Operating Budget of approximately \$2.93 billion, MCPS employs more than 23,900 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 provide a video software editing platform for each of the twenty-five (25) MCPS high schools, as outlined in **Section 3.0, Scope of Services**.

The following sports are offered for the following three seasons:

Fall

Cheerleading
Cross Country
Field Hockey
Football
Golf
Pompons
Soccer
Team Handball
Girls' Tennis
Girls' Volleyball

Winter

Basketball
Cheerleading
Pompons
Swimming & Diving
Indoor Track
Bocce
Wrestling

Spring

Baseball
Gymnastics
Lacrosse
Outdoor Track
Softball
Boys' Tennis
Girls' Tennis
Boys' Volleyball
Coed Volleyball
Allied Softball

3.0 SCOPE OF SERVICES

3.1. General

Vendor(s) will provide a video software editing platform for the high school interscholastic athletics program for student-athletes.

3.2. Features

The video software editing platform(s) should be able to incorporate the following features.

Required

- a) Ability to incorporate all MCPS high school sport offerings
- b) Submission of separate stand-alone proposals for the following sports:
 - Field Hockey
 - Football
- c) Submission of a comprehensive proposal for all sports and a proposal for all sports except football and field hockey (allowing the opportunity to award a separate contracted vendor for one or both of the sports above)
- d) Unlimited storage for each team
- e) Individual player/team highlights
- f) Ability to upload intercut video to team accounts
- g) Ability to telestrate, highlight and comment directly on game video
- h) Create a league pool to exchange game video
- i) Ability for coaches and players to access video
- j) Ability to share video with colleges and universities for recruiting purposes
- k) Ability to exchange video with schools that use other vendors
- l) Invoice once a year for the entire school year with the ability to add on as the year goes and pay at that time
- m) Accessible customer support for admin and coaches as outlined by vendor
- n) Ability to download or maintain previous seasons into team accounts

Preferred

- a) Ability to communicate through messaging with team members
- b) Ability for the coach and admin to monitor account usage for team and players
- c) Ability to upload live video during contests

Additional a la carte options provided by the vendor that include;

- a) Game statistics breakdown for the home school as well as opponents
- b) Ability to incorporate/create playbooks
- c) Ability to provide in game replay from the sideline
- d) Ability to intercut video from multiple cameras
- e) Additional hardware units/cameras

3.3. Full Implementation

If the platform(s) is/are deemed successful by both MCPS and the vendor, the video software platform(s) will be implemented across the district's 25 high schools beginning with the 2023-2024 school year. It is preferred that a three-year contract be signed as part of this RFP, with an annual evaluation and renewal process at the conclusion of each school year. Additionally, a potential three-year extension would be an option, should both parties agree.

3.4. Customer Support

The vendor must have the capability to provide customer support for stakeholders across the athletic program at no additional charge. This includes student-athletes, parents, coaches, athletic directors, school staff, and central office administrators. Customer support should be in the form of phone, online chat, and email support. An onsite training for athletic directors must be offered on an annual basis, along with an onsite or virtual training session for coaches prior to each season.

3.5. Training

The vendor will provide free interactive web-based training to school district personnel as needed throughout the entirety of the contract. Initial training for the first year will take place prior to each season for athletic directors and coaches.

3.6. Compliance with MCPS Policies

The vendor will comply with all MCPS student data privacy policies and regulations as outlined in this RFP.

3.7 Sample Template

Vendor should provide a sample video software platform and pricing structure template incorporating all requirements of this RFP as part of the response.

It is the intention to award to one vendor submitting the most favorable responses 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.

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 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. In addition, MCPS reserves the right to make on-site visits of offerors who currently operate videography services during normal business hours to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

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 delete services, or add additional services or additional vendors throughout the contract term should MCPS determine, in its sole discretion, that there is a need for such additional services or vendors.

4.0 CONTRACT TERM

The term of contract for video editing software services for athletics shall be for three years 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 one additional term for three (3) years. Per the terms of this RFP, the contract and services will be evaluated annually. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 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

A separate pricing submission shall be submitted with the offeror's response and shall include the following:

- a) Comprehensive price for all video editing services for all sports (full package)
- b) Price for providing services for six (6) sports (mini package)
- c) A La Carte pricing for individual services
- d) Pricing options specific to the vendor for consideration by MCPS
- e) Submission of separate stand-alone proposals for the following sports:
 - Field Hockey
 - Football
- f) Submission of a comprehensive proposal for all sports and a proposal for all sports except football and field hockey (allowing the opportunity to award a separate contracted vendor for one or both of the sports above)

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 an offeror 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 three references from **current clients** who can attest to the firm's quality of work. All offerors shall also include contact information for a minimum of three **former clients (within the last two years)** and, if possible, shall include schools or school districts that have utilized the offerors' services. Include names of client, contact person, email address and phone number of all references.

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>
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CURRENT CLIENTS

1. _____

Email _____

2. _____

Email _____

3. _____

Email _____

FORMER CLIENTS

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 Offerors 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 offeror's point-by-point response to this RFP. If the offeror responds only "Understand and comply," it is assumed that the offeror complies with MCPS' understanding of the requirement.
- 8.3 MCPS shall not be responsible nor be liable for any costs incurred by the offeror in the preparation and submission of their proposals and pricing.
- 8.4 Pricing proposal shall be submitted and shall include the follow all services as indicated in **Section 5.0**

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 Stephanie_J_Dorah@mcpsmd.org a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies, as well as one electronic version on flash drive and one redacted copy of the response (hard copy plus electronic version) 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 of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on May 30, 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 Schedule
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Online Data Resource Form (Appendix B)
- MAPT Rider
- 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 redacted copy of offeror's proposal as specified in Sections 10.0 and 11.0.

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 **Section 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

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.

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

13.0 SCHEDULE OF EVENTS

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

RFP issued: Monday, May 8, 2023
Questions Due: Monday, May 15, 2023 by 4:00 pm
Proposals Due: Tuesday, May 30, 2023
Anticipated award date: June 2023

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

14.0 PREBID CONFERENCE

Not Applicable to this RFP

15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror’s responsibility to check the MCPS website under “Event Calendar” <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact Stephanie Dorah via email to Stephanie.J.Dorah@mcpsmd.org 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)

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 <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 Award 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 Stephanie Dorah, MCPS Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via email to Stephanie.J.Dorah@mcpsmd.org. Questions are due 4:00 p.m. on Tuesday, May 15, 2023. Responses will be posted on MCPS' Procurement website. 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 <http://procurement.montgomeryschoolsmd.org/home/Bids>.

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 Division of Procurement 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 Offeror(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. 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 Offeror agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Offerors 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, 16-19, 21-24, 26, 28, and 29 of the MCPS General Contract Articles are non-negotiable.**

As a note of clarification, Article 19 of the MCPS General Contract Articles applies to any products or services that the Offeror develops specifically for MCPS pursuant to this RFP, not to the Offeror's existing off-the-shelf products and services. MCPS understands and acknowledges that the Offeror retains all intellectual property rights to its existing off-the-shelf products and services and that MCPS will be granted licenses to utilize such products and services.

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 _____

Fax Number _____

Toll Free Number _____

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 _____