

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

Request for Proposal #7922.2,
Bottled Drinking Water Services

1 INTENT

The purpose of this Request for Proposal (RFP) is soliciting proposals and qualification statements from one or more organizations who provide bottled drinking water & water cooler rental services (including delivery and equipment) on regular basis to various Montgomery County Public Schools (MCPS) schools and offices located within Montgomery County, Maryland.

This contract may be awarded to one or more vendors at the sole discretion of MCPS. The vendor(s) may be awarded contract to provide bottled drinking water to one or more of the three geographic areas within the county.

2 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 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 \$2.76 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%

In alignment with our strategic priorities, MCPS believes that each and every student matters; outcomes should not be predictable by race, ethnicity, or socioeconomic status; equity demands the elimination of all gaps; and creating and maximizing future opportunities for students and staff is necessary. Therefore, MCPS holds high expectations for all students and staff; distributes resources as necessary to provide extra supports and interventions so all students can achieve; identifies and eliminates any institutional barriers to students’ success; and ensures that equitable practices are used in all classrooms and workplace.

MCPS also believes that we must engage every student, every day; learning is achieved by cultivating curiosity and encouraging determination, focus, and hard work; and adult learning and engagement are key to student learning. Therefore, MCPS encourages and support critical thinking, problem solving, active questioning, and risk taking to continuously improve; stimulate discovery by engaging students in relevant and rigorous academic, social, and emotional learning experiences; and challenge ourselves to analyze and reflect upon evidence to improve our practices.

3 SCOPE OF SERVICES

Proposals should address the entire scope of services. The bottled drinking water service provider shall not subcontract any portion of the following service duties without prior authorization from MCPS:

3.1 SERVICES

- Provide products and systems certified by NSF International.
- Furnish and install on a monthly rental basis, bottled drinking water dispensers. These dispensers shall be installed, maintained, serviced and removed at the expense of the service provider.
- Bi-weekly replenish bottled drinking water in five-gallon containers and drinking cups, and remove empty containers at various MCPS schools and offices located within Montgomery County, Maryland.
- Instruct MCPS personnel at each location in the proper sanitary procedures in loading and unloading of the 5-gallon containers, and in the proper method to maintain the dispenser to prevent contamination.
- Maintain an inspection system that ensures that quality of the bottled water to be provided under this contract is suitable for consumption. Provide as part of RFP submittal and upon annual renewal, or at any time requested by MCPS copies of the following, but not limited to: annual chemical, physical and radiological analysis of source water, and results of any other testing of source water from each bottled water supplier. Such requests shall be responded to within five (5) business days of the initial request.
- Provide dedicated customer service representative to manage MCPS accounts in matters of delivery, billing, startup or termination of account, and general questions.

3.2 ACCOUNTS

The vendor shall provide three Master Accounts. No additional accounts should be created without approval by MCPS Division of Procurement (DOP). Any changes to these Accounts must be approved by MCPS.

- Master Account for Relocatable Classrooms: is the primary account for this contract. It will contain elementary school relocatable classrooms and other eligible water quality assurance locations.
- Master Account for Schools: is for service requested by the principals of individual schools. Sites permitted on this account are to be approved by MCPS Procurement. There shall be no more than one “billing number,” invoice, or contact per address. The schools on this list will receive one invoice directly at the delivery address. Invoices will be paid directly by the individual school, using a school check or an authorized MCPS purchasing card.
- New Master Account for each Non-School-Based Offices (NSBO): is for requests by central office departments and must be approved by MCPS Procurement Buyer. Service Locations on this list must be invoiced at the delivery address/office location, and will be paid using and authorized MCPS purchasing card. There may be several “billing accounts” at a given address.

3.3 PRODUCTS

- Water shall be either purified water or spring water. Spring water must be specifically approved by MCPS.
- Water shall be sealed in bottles or other appropriate containers with no added ingredients, with the exception of optional safe and suitable disinfectants and/or minerals. Fluoride may be added within the limitations set in the bottled water quality standards.
- Bottle shall have a product label indicating, at a minimum, volume of water in bottle, bottler contact information, type of water, additives and water resource.
- Water bottle dispenser/coolers should be virtually carefree dispensers that easily maintain a high degree of sanitation.
- Drinking cups provided shall be paper or recyclable cups.
- Complementary annual replacement of dispensers as requested by site representative, state number of days.

3.4 HEALTH AND SAFETY

All work performed and all items supplied shall be in compliance with applicable Federal, State and County sanitation health and safety codes; NSF/ANSI standards; and MCPS safety/health procedures and requirements. Any water coolers provided for classrooms shall **not** be equipped with a hot water spigot. If the vendor is found in noncompliance, it may be cause for default of the contract.

MANDATORY ITEMS TO BE SUBMITTED WITH RFP DOCUMENTS AND ON THE CONTRACT ANNIVERSARY DATE FOR THE AWARDED CONTRACTOR

- A copy of the Water Bottling Plants license as issued by the Maryland State Department of Health and Mental Hygiene Division of Food Control.
- The Water Bottling Plants current water quality report as per 29 Code of Federal Regulations Part 165.110. Report shall be complete in all details of analysis of chemical and bacteria levels.
- This report shall be submitted annually on the anniversary of the contract award. Copies of this report are required to be sent to multiple MCPS offices: (1) Division of Sustainability & Compliance (DSC), (2) DOP.

3.5 QUANTITIES:

MCPS has approximately 450 relocatable classrooms which are the primary users of this contract. Some schools and non-school-based offices (NSBOs) will also order water services. Quantities are based upon prior usage and are subject to change and are dependent upon current requirements of MCPS and subject to budgetary limitations. MCPS shall not be obligated to purchase any specific quantity. Our current systemwide requirements are for:

- Approximate six hundred (600) Water Dispensing Units.
- Approximate two thousand and five hundred (2,400) bottles of drinking water in 5-gallon containers monthly.

3.6 DELIVERIES:

3.6.1 Start-Up

- Start-up delivery will be required within five (5) days after receipt of the request.

- It will be the responsibility of the vendor to instruct MCPS personnel at each location in the proper sanitary procedures on how to load and unload the 5-gallon containers and in the proper method to maintain the dispenser to prevent contamination.

3.6.2 Delivery

- The vendor shall provide biweekly (every 2 weeks) empty container pickup and water bottle auto-replenishment deliveries to multiple classrooms/offices inside of a location designated by the authorized representative of MCPS at each site.
 - o Relocatable classrooms: the allowance is one dispenser per relocatable classroom and up to three bottles replenishment per dispenser per delivery.
 - o Water quality assurance locations: orders and deliveries are determined based on the actual need of the location and must be authorized by MCPS.
 - o Cups shall only be invoiced for supply per week
- Additional bottles of water are not to be supplied to a site without an approved request from the MCPS DSC.
- Deliveries shall be between 7:30 a.m. and 2:00 p.m., unless an authorized MCPS representative deems otherwise.
- Summertime Deliveries: Vendor will continue services throughout the summer unless informed it is unnecessary for an individual site.
- All deliveries shall be made in accordance with the agreed upon time and location that is specified by the designated contact at the site. If the supplier is unable to deliver on the specified date (e.g. holidays or MCPS systemwide closure), it is the supplier's responsibility to contact the site no later than the day of the scheduled delivery.

3.6.3 Delivery Tickets

- Contractors will obtain a LEGIBLE signed delivery ticket for EVERY delivery: (1) a copy of the signed delivery slip must be provided to the MCPS DSC on a monthly basis. (2) another copy of the signed delivery slip must be provided for billing to MCPS DSC.
- Note: When delivering services to a service address that has water provided to the relocatable classrooms or eligible water quality assurance locations under Master Account for Relocatable Classrooms and has service under Master Account for Schools, delivery personnel will take special care to accurately **record the services provided for each Account**.

3.6.4 Equipment Pickup

Vendor will provide confirmation of the timely pickup and of coolers/bottles requested by MCPS Division of Sustainability & Compliance each summer.

3.7 RECORD KEEPING:

Maintain an accurate tracking system for all water coolers, to include name and address of the school/facility, contact person and phone number, and cooler location within the facility. MCPS may request a copy of this list from time to time throughout the contract term.

3.8 INVOICES

Invoices shall reflect the correct pricing of services and items as mutually agreed upon in this contract and any amendments. Failure to do so will delay payment to the vendor. Payments will be matched one-to-one (payments will not be applied to oldest).

- **Master Account for Relocatable Classrooms:** The monthly invoice for this account will be sent to the MCPS Division of Sustainability & Compliance.
- **Master Account for Schools:** Must be invoiced directly at each delivery address. Invoices will be paid directly by the individual school, using a school check or an authorized MCPS purchasing card.
- **New Account #, NSBO** Must be invoiced at each delivery address/office location, and will be paid using an authorized MCPS purchasing card.

3.9 PAYMENT METHOD:

Payments made by MCPS shall be via two methods:

- Registered Automated Clearing House (ACH) account with MCPS
- Authorized MCPS purchasing card

3.10 MONTHLY REPORT

The vendor shall provide MCPS a report detailing the prior month's activities. The report shall include the Account number, date of the service for the school/office, the name of the school/office, the items and quantities purchased by each school/office, the monthly total dollar amount for each school/office location and a grand total dollar amount for the month. Two copies of this report shall be sent to DSC and DOP.

4 CONTRACT TERM

The term of contract shall be for one (1) year; however, the contract may not begin until one day after approval by the Board of Education. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four (4) additional one-year terms. 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 will have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

5 PROVISION FOR PRICE ADJUSTMENT

Price adjustments can be made at the time of renewal with the mutual consent of both MCPS and selected vendor. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

6 CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 26, MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a specific offeror for failure to comply or failure to fulfill the terms of this contract.

7 REFERENCES

All offerors shall include a list of a minimum of five references who use the vendors services and 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 _____		

8 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. Pricing shall be per bottle, per quantity of per type of cup.
- No additional fees for delivery
 - No additional fees for credit card payments
 - Procedures for missed deliveries/urgent
 - Strategies to address production limitations

9 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 Dorah, Buyer, MCPS Division of Procurement, at [Stephanie J. Dorah@mcpsmd.org](mailto:Stephanie_J_Dorah@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

One (1) original and one (1) copy as well as one (1) electronic version and electronic redacted version on a 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 September 1, 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 7.0 References, including current school district clients
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor may also include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.)
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E)

- Online Data Resource Form (Attachment F)
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- A separate redacted copy of offeror's proposal as specified in Sections 10.0 and 11.0.

10 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 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean 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 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. Related past experience, qualifications and capacity
3. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
4. References
5. Pricing Proposal

13 SCHEDULE OF EVENTS

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

RFP issued: August 7, 2023

Questions Due: August 14, 2023

Proposals Due: September 1, 2023 at 2:00pm

Anticipated award date: November 2023

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

14 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 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

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

16 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 Awarded 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 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Stephanie Dorah, Buyer, MCPS Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to Stephanie.J.Dorah@mcpsmd.org. Questions are due by 4:00 p.m. on August 14, 2023. Responses will be posted on the MCPS' Procurement website by August 21, 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 a contractor in response to a request will be furnished to all contractors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed contractors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by 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 their RFP response. The MCPS Procurement website address is <https://www2.montgomeryschoolsmd.org/departments/procurement/vendors/>.

18 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 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.

20 CONTRACT

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

21 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your response. Please type or print legibly in ink. (See Next Page)

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

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

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

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

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Website _____

III. 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 _____