

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

**Request For Proposal #9803.1,**  
**Athletic Marketing and Media Program**

**1.0 INTENT**

The purpose of this Request For Proposal (RFP) is to secure a firm to manage the marketing and media for the Montgomery County Public Schools (MCPS or The District) interscholastic athletics program, as outlined in the Scope of Services (3.0). The firm will work directly with the central Department of Athletics to manage all aspects of the implementation of this program. The overarching goals of this program are to:

- Leverage and organize marketing opportunities to create and provide additional opportunities and programming for student-athletes, coaches, and the interscholastic athletics program
- Streamline and utilize media platforms to promote the brand of MCPS Athletics
- Fundraise and increase revenue to MCPS Athletics, which will directly serve student-athletes and the program
- Provide a comprehensive and transparent marketing and media platform that will enhance the resources available to MCPS Athletics

**2.0 INTRODUCTION**

Montgomery County Public Schools (MCPS) is the 15th largest school system in the United States, and the largest in the state of Maryland. During the 2023-2024 school year, MCPS served more than 160,000 students from 157 countries speaking 167 languages. With a Fiscal Year (FY) 2025 Operating Budget of approximately \$3.32 billion, MCPS employs more than 24,500 employees. Among the 211 schools that MCPS operates, 45 are National Blue-Ribbon schools. Three Montgomery County Public Schools (MCPS) have been recognized as the top schools in Maryland as ranked by Niche, a national school and college search platform. In the latest rankings, an additional 18 MCPS schools—across elementary, middle, and high school levels—also placed in the top 10 for the 2025 Best Public Schools in Maryland. Overall, MCPS was recognized as the second Best School District in Maryland and the second Best School District for Athletes in Maryland. 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 2023-2024 were as follows:

Hispanic/Latino: 35.3%

White: 23.9%

Black or African American: 21.6%

Asian: 13.7%

Two or more races: 5.3%

American Indian or Alaskan Native: ≤ 5.0%

Native Hawaiian or other Pacific Islander: ≤ 5.0%

Students receiving free & reduced-price meals (FARMS): 40.7%

Emergent Multilingual Learners (EMLs) 19.8%

Students receiving special education services: 13.8%

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.

MCPS is focused on ensuring that all students receive the same level of opportunities to learn. With the advent of more rigorous standards for college and career readiness in recent years, the rollout of the Next Generation Science Standards, and new assessments aligned to these standards, there is great potential to focus teaching and learning on what all students need to know and be able to do to thrive in college, careers, and life in a global society. Whereas these standards and curricula serve as an important force in getting all students—not just some—to the highest levels of attainment, access to hands-on, outside of the classroom experiences must be expanded to serve under represented populations.

The MCPS Athletics program services approximately 28,000 students per school year at the high school and middle school levels. The program includes teams at 25 high schools and 40 middle schools.

### **3.0 SCOPE OF SERVICES**

3.1 Proposals should address the entire scope of services. Requirements include:

The District is to be provided how the responsive firm will engage local, regional, and national businesses in securing sponsorship/advertising funding for its programs, including the following:

- A financial accounting of all revenue, expenditures, and proceeds to the District must be reported to the District quarterly.
- The reporting, which must reflect all revenue, expenditures and proceeds to the District, for the most recent reporting period, must be provided to the District within thirty (30) days of the of the previous quarter.
- An annual financial accounting of all revenue, expenditures and proceeds to the District must be reported to the District no later than each August 15th. The District's fiscal year is July 1 through June 30.
- The District is to be provided its revenue generated through this program on a quarterly basis, within thirty (30) days of the end of the previous quarter and must reflect the financial activity of the program for the most recent quarter.
- The District shall have the right to remove sponsorships and advertising it deems in conflict with its stated policies.
- The marketing and media program – with all amenities included – is to be executed at no cost to the District or its schools.

Additionally, each interested firm may offer other services that facilitate and complement the above services to include, but are not limited to:

- An externally hosted digital platform, including a mobile app. The technology may provide a suite of athletic, content and sponsorship marketing and management tools.
- Initial and ongoing training and customer service to provide for effective and efficient communication and marketing of the school athletic programs.
- Hardware that would allow schools to access above software and web-based provided programs.
- Digital signage at appropriate athletic venues for athletic/school communication and promotion of the marketing program.
- Automated live streaming and game production solutions
- Game and event ticketing solutions
- E-Fundraising solutions
- Evaluating and advising on athletic department business to business opportunities (e.g. apparel, beverage, field/facility related)
- Evaluating e-commerce relationships for sponsorship opportunities and cost efficiencies.

NOTE: Taking exceptions to the solicitation or changing the terms and/or conditions of the solicitation may cause the proposal to be determined “non-responsive” and therefore, not eligible for an award.

### 3.2 Technical Requirements and Vendor Experience

The vendor shall have proven experience working with elementary, middle, and high school students and families in STEM-based programming. In addition, the vendor’s proposal shall provide examples of similarly completed projects, or projects in progress, that demonstrate the responding firm’s expertise and capabilities in each of the above-listed areas. Examples might include, for example, detailed descriptions supported by printed screen shots, references to websites or apps that MCPS will be able to review online, etc.

### 3.3 Timeline for Implementation and Key Staff

The vendor’s proposal shall propose a plan and schedule for implementation. The proposal shall provide a general timeline and sequence of experiences that will be available for participating students.

In addition, the proposal shall identify key staff members on the project team, describe each team member’s relevant experience and describe the role he or she would play in the project. Such key staff shall not be substituted with other personnel or reassigned to another project without MCPS’ prior approval.

### 3.4 Data Privacy and Security

As specified in more detail in the MCPS General Contract Articles and elsewhere in this RFP, the vendor will comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, including but not limited to the requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, *et seq.*), the Protection of Pupil Rights Amendment, (“PPRA”) 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 *et seq.*), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable Board of Education policies and MCPS regulations, including but not limited to MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*, MCPS Regulation JOA-RA, *Student Records*, and MCPS Regulation JFF-RA, *Federal Requirements for Use of Protected Student Information*.

### 3.5. Training (OR Performance)

The vendor will provide on-site and/or interactive web-based training to school district personnel as needed. Initial training for the first year will be provided to participating teachers, staff, or volunteers at no additional charge. Fee structures for more comprehensive professional development can be provided as part of the response to this RFP.

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 proposal 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 three years as stipulated on the RFP. 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 two additional terms for three years each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

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

**5.0 PROVISION FOR PRICE ADJUSTMENT**

Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations for awards, however, shall be made based on the original price submission only.

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful offeror must notify the director of the Division of Procurement of any announced manufacturer’s price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 180 days of the contract. Thereafter the successful contractor must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the request for a price increase is approved, a contract amendment will be issued.

**6.0 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.

**7.0 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 al 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 \_\_\_\_\_

4. \_\_\_\_\_

Email \_\_\_\_\_

5. \_\_\_\_\_

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 Stephanie Dorah, Buyer II, 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 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 3, 2025. 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)
- Online Data Resource Form (Attachment E)
- 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.

**10.0 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 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.

## 12.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 13.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified offerors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal. In addition, vendors shall be prepared to provide a product and services demonstration, providing an overview of the proposed product and services at no cost to MCPS. As appropriate, the vendor shall be responsible for the installation of the proposed products and services and any third-party software at the District-designated demonstration facility before the demonstration, as necessary. If requested by MCPS, the top qualified offeror or offeror shall provide MCPS with an opportunity to access and review the vendor's system as in operation at that time, via the Internet from a MCPS computer, to ensure conformity to the requirements of this RFP as well as for the quality and ease of the user interface.



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

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

1. Completeness of Response
2. 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

#### **Evaluation Factors**

Selection will be based upon the following criteria in order of importance. The proposer shall respond to each evaluation factor. The quality of the response for each factor will be reviewed by each evaluation team member for each proposal. An overall team evaluation and ranking will be determined based upon this process.

1. Estimated revenue proceeds, and actual direct/indirect expenditures to the District. = 40 points
2. Qualifications of proposer's staff/ References/ Technical experience = 40 points
3. Professional Reputation/ Experience with School District(s)/ Comprehensiveness = 20 points

Total Points = 100

### **13.0 SCHEDULE OF EVENTS**

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

**RFP issued:** December 2, 2024

**Questions Due:** December 10, 2024

**Pre-Proposal Conference:** Not Applicable

**Proposals Due:** January 3, 2025

**Anticipated award date:** March 19, 2025

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

### **14.0 PRE-PROPOSAL CONFERENCE**

Pre-Proposal Conference is not applicable for 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://ww2.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Division of Procurement at [Procurement@mcpsmd.org](mailto:Procurement@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 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.

#### **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 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.

#### **18.0 INQUIRIES**

Inquiries regarding this solicitation must be submitted in writing to Stephanie Dorah, Buyer II, MCPS Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via email to [Stephanie\\_J\\_Dorah@mcpsmd.org](mailto:Stephanie_J_Dorah@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org). Questions are due by 4:00 p.m. on December 10, 2024. Responses will be posted on the MCPS Procurement website by December 17, 2024. 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/>.

#### **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 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.**

#### **22.0 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. VENDOR 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. VENDOR'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 \_\_\_\_\_

**ATTACHMENT A**

**Equal Opportunity Certification**

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

( ) Yes ( ) No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

( ) Yes ( ) No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

( ) Yes ( ) No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17

(a)? ( ) Yes ( ) No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

\_\_\_\_\_ (1)\* (2)\*\* (3)\*\*\*

(Subcontractor's Name)

\_\_\_\_\_ ( ) Yes ( ) Yes ( ) Yes

(Street)

\_\_\_\_\_ ( ) No ( ) No ( ) No  
(City) (State)

\_\_\_\_\_ (1)\* (2)\*\* (3)\*\*\*  
(Subcontractor's Name)

\_\_\_\_\_ ( ) Yes ( ) Yes ( ) Yes  
(Street)

\_\_\_\_\_ ( ) No ( ) No ( ) No  
(City) (State)

\*(1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.

\*\* (2) Previously filed certificate of nonsegregated facilities.

\*\*\* (3) Previously filed annual (EE0-1, EEO-4, or EEO-6) compliance report.

**ATTACHMENT B****Certification of Nonsegregated Facilities**

By submission of this offer, the Applicant or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Applicant's control, where segregated facilities are maintained. The Applicant, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Applicant further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

**Notice to Prospective Subcontractors****of Requirement for Certifications of****Nonsegregated Facilities**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

**NOTE:** Failure of an Applicant to agree to the Certification of Nonsegregated Facilities shall render its offer nonresponsive.

**ATTACHMENT C****Minority Business Enterprise**

The Applicant ( ) is ( ) is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- |   |   |                                   |  |
|---|---|-----------------------------------|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Female           | <input type="checkbox"/> Disabled       | <input type="checkbox"/> None     |  |



**ATTACHMENT D****Non-Debarment Acknowledgement**

\_\_\_ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

\_\_\_ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

\_\_\_ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows

As the duly authorized representative of the Applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**ATTACHMENT E**

**Online Data Resource Form**

Product Name:		
Contractor Name:		
<b>Instructions: List <u>all</u> Confidential Information collected by the Contractor's product below.</b>		
<p><b>STUDENT INFORMATION:</b></p> <p>First Name <input type="checkbox"/></p> <p>Last Name <input type="checkbox"/></p> <p>Identification Number <input type="checkbox"/></p> <p>Grade Level <input type="checkbox"/></p> <p>Gender <input type="checkbox"/></p> <p>Race/Ethnicity <input type="checkbox"/></p> <p>Username <input type="checkbox"/></p> <p>Password <input type="checkbox"/></p> <p>Classroom <input type="checkbox"/></p> <p>School Name <input type="checkbox"/></p> <p>School Address <input type="checkbox"/></p> <p>Metadata <input type="checkbox"/></p> <p>Keystroke Data <input type="checkbox"/></p> <p>Student inputted data (i.e. answers to quizzes, assignments, etc.) <input type="checkbox"/></p> <p>List data inputted by students:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Other Student Information <input type="checkbox"/></p> <p>List other student information collected:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>EMPLOYEE INFORMATION:</b></p> <p>First Name <input type="checkbox"/></p> <p>Last Name <input type="checkbox"/></p> <p>Title <input type="checkbox"/></p> <p>Email Address <input type="checkbox"/></p> <p>School Name <input type="checkbox"/></p> <p>Username <input type="checkbox"/></p> <p>Password <input type="checkbox"/></p> <p>Other Employee Information <input type="checkbox"/></p> <p>List other employee information collected:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>PARENT INFORMATION:</b></p> <p>First Name <input type="checkbox"/></p> <p>Last Name <input type="checkbox"/></p> <p>Title <input type="checkbox"/></p> <p>Email Address <input type="checkbox"/></p> <p>School Name <input type="checkbox"/></p> <p>Username <input type="checkbox"/></p> <p>Password <input type="checkbox"/></p> <p>Other Parent Information <input type="checkbox"/></p> <p>List other parent information collected:</p> <p>_____</p> <p>_____</p> <p>_____</p>

**OTHER DATA:**

List **any and all** other information that will be collected by the Contractor's product that has not otherwise been listed:

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