

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

PROCUREMENT UNIT

August 31, 2020

301-279-3555

RFP Number: 4548.1
Due Date: September 21, 2020
Open Time: 2:00 p.m.

To: Prospective Respondents:

Montgomery County Public Schools (MCPS) issued this Request for Proposals (RFP) to solicit submittals from qualified, professional independent mental health providers/agencies to provide school-based mental health services at schools throughout MCPS as assigned. Goals for the school-based mental health services are: 1) to provide programs that address early intervention and prevention services for students and families in need, and 2) to increase access to ongoing mental health services for MCPS students and families in a non-stigmatizing environment.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on September 21, 2020. Submissions received after this date and time will not be considered. Submittals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Submissions shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one (1) original, one (1) redacted copy, one (1) electronic version on CD or flash drive and six (6) separate copies of the proposal. The submission must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Team Leader
Procurement Unit

AMD
Enclosure

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

**Request for Proposal No. 4548.1
School-based Mental Health Services for Students**

1.0 INTENT

The intent of Montgomery County Public Schools (MCPS) is to prequalify one or more highly-qualified Contractor(s) to provide pre-kindergarten through Grade 12 school-based mental health services to students who are un- or under-insured, receive Medicaid, and/or live in a community where there is a lack of mental health services.

MCPS recognizes the increasing need for additional and more intensive mental health support for students in schools. The COVID-19 pandemic causing school closures has led to more than 164,000 Montgomery County students being isolated in their homes. The need for mental health services likely is to increase and the effects of the resulting trauma will be felt for years. MCPS acknowledges the need for greater access to mental health services for students and families who may not have the independent means to acquire such support.

MCPS is proposing a model of service in which school-based mental health staff members, such as the school counselor and psychologist, may refer students who require additional mental health services to a community agency with which MCPS has an established partnership and agreement. Referrals to this agency will be based on objective, systematically collected baseline and progress data to ensure that students are appropriately referred. Referrals for service will be made after students receive MCPS Tier 1 and Tier 2 services, resources, and intervention with no significant effect on their progress. Based on specific identified data points, school-based staff members may make an informed decision for Tier 3 or targeted interventions, as such intensive support cannot be provided by student services personnel or existing partner service agencies.

Successful providers/agencies must have the capacity to establish in-school access to evidence-based, in person or virtual, outpatient treatment services and be capable of providing mental health services at varying levels of intensity, based on the individualized needs of the students and which are able to adjust as rapidly as the changing needs of the students. Additionally, successful providers/agencies will be required to collaborate with school-based staff members to support students.

School-based mental health services will be available for all students, regardless of ability to pay.

Goals for school-based mental health services:

- To provide evidence-based mental health services that address intervention and prevention services for MCPS students and families in need.
- To increase the accessibility of mental health services for MCPS students and families in need of these services in a non-stigmatizing environment.

MCPS reserves the right to add prequalified Contractors throughout the contract term to serve the specific needs of an individual student, as determined by MCPS in its sole discretion, provided that the additional Contractor prequalifies under the same terms and conditions as set forth in this RFP.

2.0 INTRODUCTION

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2019–2020 school year, MCPS served more than 165,000 students from 157 countries speaking more than 150 languages. With a Fiscal Year (FY) 2019 Operating Budget of approximately \$2.6 billion, MCPS employs more than 24,000 employees. Among the 208 schools that MCPS operates, 41 are National Blue-Ribbon schools. Five MCPS high schools rank in the top 200 of The Washington Post’s 2017 High School Challenge, and all 25 MCPS high schools appear on this list, which includes only 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.

Our Mission

- Every student will have the academic, creative problem solving, and social emotional skills to be successful in college and career.

Our Vision

- We inspire learning by providing the greatest public education to each and every student.

Our Core Purpose

- Prepare all students to thrive in their future.

Our Core Values

- Learning
- Respect
- Relationships
- Excellence
- Equity

Click [HERE](#) for more information on the MCPS core values.

Our Students

The student demographics of MCPS in 2019 are as follows:

- White: 26.9%
- Hispanic/Latino: 32.4%
- Black or African American: 21.4%
- Asian: 14.1%
- Two or more races: $\leq 5.0\%$
- American Indian or Alaskan Native: $\leq 5.0\%$
- Native Hawaiian or other Pacific Islander: $\leq 5.0\%$

Services

- Students participating in the Free and Reduced-price Meals System (FARMS): 33.8%
- Students ever having participated in FARMS: 46.9%
- English for Speakers of Other Languages (ESOL): 18.2%
- Students receiving special education services: 11.7%

3.0 SCOPE OF SERVICES

This RFP is looking for highly qualified providers/agencies to provide the following evidence-based mental and behavioral health services to MCPS students:

- Comprehensive clinical assessments
- Short-term, solution-focused, and evidence-based individual therapy
- Group therapy
- Family therapy

Mental and behavioral health services provided to MCPS students in school should be based on the following principles and guidelines:

- Services will be provided and supervised by a local mental health provider agency.
- Family engagement and active family involvement is critical at the initiation and throughout the treatment process. Services will only be provided to students following the receipt of parent/guardian consent. In addition, an exchange of information form will be completed and signed to allow for agency and school to collaborate to support the student.
- Services should be proactive and positive, building on the strengths of the student and families.
- Service providers must build strong alliances collaborating and sharing information with school administrators, student services staff, teachers (general education and special education), and all other district employees, including participation in Educational Management Teams (EMT), Student Well-being Teams, Collaborative Student Services Teams (CCST), and/or other problem solving committees at the building-level.
- Services must follow the mandate to be least intrusive, least restrictive, and responsive to the individual needs of the child within the school setting.
- Plan to liaise with each student's healthcare provider to assist with supporting a continuum of care.
- All employees of the agency/provider shall agree to follow all Montgomery County Board of Education policies, MCPS rules, regulations, and procedures when providing services to MCPS students on school property or in a virtual setting.
- Providers/agencies will also serve all referred students who have no source of payment. Providers should be able to accept Medicaid and other insurance plan payment options.

- Providers/agencies will be responsible for billing, paperwork, necessary signatures to begin services, and for release of information.

In order to respond to this RFP, the service provider must meet the following minimum qualifications:

- Be committed as an organization to the concepts of recovery and resiliency.
- Accept a variety of private insurances and have credentialed staff to meet those requirements.
- Clearly indicate how the proposed programs will accommodate families that speak a language other than English, including Spanish-speaking students and families.
- Describe your program capacity regarding the number of consumers that could be served during the contract term.
- Describe referral connections/process your agency has established for children who need a higher level of care.
- Describe how your agency expects to conduct the intake and assessment process.
- Describe what assessment instruments will be utilized during this process and how long for a completed assessment.
- Describe how student goals will be developed and what evidence will be collected to determine progress towards goals.
- Explain how the agency will ensure ongoing internal monitoring and quality assurance within the outpatient clinic programs and services.
- Have procedures for on-call, after-hour services, or 24-hour access to support for students and families during the school year and during student holidays/vacations and summer breaks.
- List the insurance companies you are able to bill and describe how you plan to handle clients who do not have insurance.
- Provide staff with all required and appropriate licensure and training to provide mental and behavioral health services to students, as well as verification of background checks.
- Introduction of Service: providers should describe proposed range of services either in person or virtually (e.g., assessment, individual/group therapy, family outreach, in-home services, crisis/emergency care during and after school hours, follow up, aftercare/discharge, provision for care during student holidays/vacations and summer break, etc.). Also describe the types of therapies that will be provided, including specific interventions and modalities. Providers should also include evidence-based treatment modalities that are currently being used by the agency and data that supports positive outcomes. Ability to deliver trauma-focused cognitive behavioral therapy is preferred.
- Be prepared to enter into a Memorandum of Understanding with MCPS.

3.1 Staffing

- MCPS has the right to reject any staff offered by the Contractor or to request replacement of any person determined to be unacceptable.
- No MCPS full or part-time staff may be employed in the performance of this contract.
- The Contractor must investigate any concerns regarding the fitness, competency or quality of services provided by the mental health provider within five (5) business days of notification by MCPS and provide MCPS with the outcome of such investigation no later than ten business days after the notification.

3.2 Place of Performance

Services should be provided during regular school hours unless the family and agency are able to arrange services in other locations to accommodate parents' schedules.

3.3 Calendar

Contracted staff will observe the MCPS calendar. Staff will not report hours for days when MCPS schools are closed due to scheduled holidays, no-school days, or for emergency closings during the school year. The MCPS school calendar will be provided when the contract is awarded. Emergency closings are announced on local television and radio stations, and on the MCPS website. Services must continue to be provided during the extended holidays, such as spring break and summer.

3.4 Special Considerations

3.4.1 Transportation. Mileage

This MCPS contract shall not allow for travel expenses, unless expressly authorized in writing by the MCPS Project Contact. Time and transportation to and from the service location are not billable. The contract award does not include reimbursement for mileage.

3.4.2 Billing

Invoicing to MCPS shall be monthly or as otherwise agreed in writing by MCPS.

3.5 MCPS Project Contact:

The MCPS Project Contacts for this proposed procurement are:

Ms. Ruschelle Reuben, Associate Superintendent
OTLS-Student and Family Support and Engagement
850 Hungerford Drive, Room 50
Rockville, Maryland 20850
P: 240-740-5630

Dr. Christina N. Conolly, Director
Division of Psychological Services
850 Hungerford Drive, Room 50
Rockville, Maryland 20850
P: 240-740-5640

4.0 CONTRACT TERM

The initial term of contract shall be for one year as stipulated on the RFP. However, the contract may not begin until one day after approval by the Montgomery County Board of Education and will conclude as stated under the contract term. MCPS reserves the right to

extend this contract at existing prices, terms, and conditions for up to three (3) additional terms for one (1) year each. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the successful contractor(s) 90 days prior to the expiration of the original contract. The contractor 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 Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued.

5.0 PRICING

This contract shall be a firm fixed annual contract based on 3.0 Scope of Work and related subsections.

6.0 CONTRACT TERMINATION

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

7.0 REFERENCES

All Contractors shall include a list of a minimum of three references who use the Contractor’s services who can attest to their 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, Contracts 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 the top ranked short-listed Contractors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Contractor.

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

8.0 FORMAT OF RESPONSE

8.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.

8.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the contractors' point-by-point response to this RFP. If the contractor responds only "Understand and comply," it is assumed that the contractor complies with MCPS' understanding of the requirement.

8.3 MCPS shall not be responsible nor be liable for any costs incurred by the contractor in the preparation and submission of their proposals and pricing.

8.4 A pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

9.0 MANDATORY SUBMISSIONS

Each Contractor 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 RFP No. 4548.1 sequence and order used in this RFP document or as otherwise specified by MCPS. Contractors may request, via e-mail to Mrs. Angela McIntosh Davis, team leader, MCPS Procurement Unit, at angela_s_mcntosh-davis@mcpsmd.org, a Microsoft Word version of the RFP to help them in preparing the response.

One (1) original and three (6) copies, as well as one (1) electronic version on CD or flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on CD or flash drive of the redacted response must be sent by mail, courier, or hand-delivery to the address below. Responses 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 21, 2020. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
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 also may

negotiate with the one Contractor who submits the best proposal or with two or more Contractors who are in the competitive range. Therefore, it is important that the Contractor'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 Contractor'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 Contractor's qualifications and expertise. MCPS urges the Contractor to be specific and brief in their responses.

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

Complete Response must include:

- Point-by-point Response to each section of the RFP.
- The Contractor must describe staff employment procedures and how supervision of staff and quality of service will be monitored as required in 3.0 Scope of Services and 3.1-3.4.
- The Contractor must include complete resumes of qualifications and experience of all staff who will be assigned to this project.
- The Contractor must include copies of current licenses to provide mental health services in the State of Maryland, for all staff who will be assigned to this project.
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 7.0 References.
- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding Respondent's financial condition).
- 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).
- Current Form W-9.
- A redacted copy of the Respondent's proposal as specified in Sections 10.0 and 11.0.

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Department of Materials Management.

The required deliverables for proposals include:

- a. Evidence of effectiveness of the proposed program/services in similar districts or other educational settings. Included here must be recent references that can speak to the effectiveness of the program (see more details in Section 7.0).
- b. Detailed plan to comply with data sharing requirements from MCPS (see Article 18 of the MCPS General Contract Articles) as well as state and local requirements for

administration of the program/services (e.g., if the vendor is a private school institution, it must meet state requirements as an approved local education agency).

All of these written deliverables described above shall be submitted in electronic format with at least three (6) hard copies. Absent good cause, payment for the services provided by the External Consultant(s) shall be contingent upon meeting the mutually agreed-upon deadlines.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 12.0. However, the Board reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards for different components of the scope of services.

The selected provider(s) must have demonstrated experience in providing school-based mental health services (as defined in Section 3.0) in similar institutions (e.g., school districts, departments of education, etc.).

In determining the qualifications of a contractor, MCPS will consider the contractor's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the contractor's record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any contractor if the investigation discloses that the contractor, 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 contractor to perform the work, and the contractor 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 contractor or investigation of such contractor fails to satisfy MCPS that such contractor 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 Contractor's 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. Contractors 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, as needed, should our requirements change during the contract term.

10.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the contractor 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 contractor 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 contractor 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

Contractors 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 contractor in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a contractor, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the contractor 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 contractor 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 contractor must agree to defend and hold MCPS harmless if any information is inadvertently released. Each contractor 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. Contractors 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 Contractor(s) 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 Contractors 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, Contractors 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.

- 12.1 The determination of those that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:
- 12.1.1. Completeness of Response
 - 12.1.2. Contractor's ability to provide described mandatory services and availability of staff
 - 12.1.3. Related past experience and qualifications
 - 12.1.4. References
 - 12.1.5. Contract's understanding of the scope of services as demonstrated by the response to the RFP
 - 12.1.6. Availability of contract professional staff

A selection committee comprised of MCPS staff and potentially outside stakeholders will evaluate proposals based on these criteria.

13.0 SCHEDULE OF EVENTS

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

RFP issued: August 31, 2020

Questions Due: September 7, 2020

Proposals Due: September 21, 2020

Anticipated award date: October or November, 2020

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

14.0 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference does not apply 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 contractor's responsibility to check the MCPS website under "Event Calendar" <http://coldfusion.mcps.k12.md.us/cfms/webteam/calendar/calendar.cfm?calendarID=mcpsbids> or contact the Procurement Unit at 301-279-3555 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. Contractors 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, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit 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 contractor(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 contractor. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic 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 Mrs. McIntosh-Davis, team leader, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to angela_s_mcintosh-davis@mcpsmd.org. Questions are due 4:00 p.m. on September 7, 2020. Responses will be posted on the MCPS Procurement website on September 10, 2020. 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 contractors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/staff.aspx.

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 contractor's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

20.0 BID PROTESTS

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

21.0 CONTRACT

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

22.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. 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. Telephone Number/Extension _____
- 5. Fax Number _____
- 6. Toll Free Number _____
- 7. Email Address _____
- 8. Website _____

III. CONTRACTOR’S CERTIFICATION:

Upon notification of award, this document in its entirety is the awarded contractor’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 _____