

**MONTGOMERY COUNTY PUBLIC SCHOOLS**

*Expanding Opportunity and Unleashing Potential*

PROCUREMENT UNIT

March 1, 2021

301-279-3555

RFQ Number: 4558.1  
Due Date: March 26, 2021  
Open Time: 2:00 p.m.

To: Prospective Respondents:

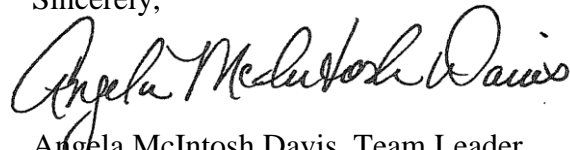
The purpose of this Request for Qualifications (RFQ) is for Montgomery County Public Schools (MCPS) to establish a list of prequalified vendors with proven competencies and expertise in providing evidence-based services and interventions that support and enhance student physical, social, and psychological well-being. Selected prequalified vendors may be offered the opportunity to respond to Statements of Work (SOW) as specific needs arise.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on March 26, 2021. Submissions received after this date and time will not be considered. Submittals shall be delivered in a sealed opaque envelope with the RFQ 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 flash drive and three (3) 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. 4558.1**  
***Be Well 365* Resources and Supports**

## **1.0 INTENT**

The purpose of this Request for Qualifications (RFQ) is for Montgomery County Public Schools (MCPS) to establish a list of prequalified vendors with proven competencies and expertise in providing evidence-based services and interventions that support and enhance student physical, social, and psychological well-being. Selected prequalified vendors may be offered the opportunity to respond to Statements of Work (SOW) as specific needs arise.

MCPS understands that academic achievement correlates with health and wellness and that students must demonstrate physical, social, and psychological well-being in order to be successful in college, career, and community. The *Be Well 365* initiative is based upon six essential elements:

- Culturally-responsive relationship building
- Mental and emotional health
- Trauma-informed practices
- Restorative justice and restorative practices
- Physical health and wellness
- Character education and empathy

More information on *Be Well 365* may be found at:

[www.montgomeryschoolsmd.org/departments/student-services/wellbeing/index-new.aspx](http://www.montgomeryschoolsmd.org/departments/student-services/wellbeing/index-new.aspx)

## **2.0 INTRODUCTION**

MCPS, which is operated by the Board of Education of Montgomery County, is the 14th largest school system in the United States, and the largest in the state of Maryland. MCPS currently serves more than 162,000 students from 157 countries speaking approximately 150 languages. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 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 2017 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.

**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%

Through this RFQ, MCPS is interested in creating a pre-qualified, vetted resource list of programs and services to support the *Be Well 365* initiative.

**3.0 SCOPE OF SERVICES**

The following list of requirements, although extensive, is not exhaustive and is intended to provide interested Respondents with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential information. Proposals should identify and address at least one essential of the *Be Well 365* initiative.

Services will be requested to address physical, social, and psychological well-being and needs of MCPS students. This may include providing mental health supports and therapy, or specific programs that, when implemented with fidelity, have been shown to increase physical, social, and psychological well-being (e.g., bullying prevention, social-emotional movement, social skills). Services offered also may include professional learning opportunities for MCPS staff members. Vendors should respond to one or more specific *Be Well 365* Essential competencies and expertise offered by their organization. The Vendor must have competencies and expertise and must provide evidence of skills and experience necessary to perform one or more of the anticipated types of tasks, applications, and development technologies identified in Section **3.0 SCOPE OF SERVICES** of this RFQ. MCPS is particularly interested in Vendors that include trauma-informed practices from a culturally responsive and equitable lens.

3.1 Providers must use evidence-based strategies to develop, reinforce, and enhance student physical, social, and psychological well-being in at least one of the six essential categories (see above).

### 3.2 Supporting Documents

The Offeror's response to the RFQ should include any supporting documents that the provider deems appropriate which demonstrate the provider's experience and qualifications, technical approach, project management approach, and financial standing. In addition, documentation that demonstrates the cultural and linguistic diversity of services and staffing are highly desirable.

### 3.3 Mandatory Conditions

The following are considered mandatory:

- 3.3.1 Programs and services must be evidence-based and Vendors are encouraged to provide documentation and research to demonstrate the efficacy of their services.
- 3.3.2 Programs and services must be offered to students, regardless of insurance coverage or their families' ability to pay.
- 3.3.3 Vendor must collaborate with school teams and families regarding progress, reinforcement, and home activities.
- 3.3.4 Vendor will maintain and submit quarterly reports that include number of students and families served, as well as evidence that students have demonstrated progress or acquisition of skills.
- 3.3.5 Vendor will submit any pre- and post-test measures or other means of data collection to the Office of Shared Accountability for pre-approval.
- 3.3.6 For programs and services that carry a cost to the school, Vendor must include pricing list that details what programs and services will be delivered for the cost, over what period of time, and number of students that may reasonably be served for the cost.

### 3.4 Staffing

- 3.4.1 Any mental health or related service provider must hold an active and appropriate license or credential in order to be able to work and provide services within the state of Maryland (e.g., Licensed Clinical Social Worker, occupational therapist, etc.).
- 3.4.2 MCPS has the right to reject any staff offered by the Contractor or to request replacement of any person determined to be unacceptable.
- 3.4.3 The Contractor shall not allow any person to provide services who is not in a condition of mental and emotional stability, physically fit, and qualified to perform such services. All persons providing services shall undergo a full criminal background check and finger printing process before services can be provided.
- 3.4.4 No MCPS Staff, whether full or part-time, may be employed in the performance of this contract.

### 3.5 Contractor Responsibility

- 3.5.1 The Contractor must report changes in Contractor staff (Contractor Staff) to the MCPS project manager two weeks prior to the Contractor Staff member's departure from service.
- 3.5.2 The Contractor shall provide the MCPS project manager with copies of all social work Maryland licensure for all Contractor Staff prior to the beginning of services.

### 3.6 Place of Performance

Services will be provided at the student's school during the student's day, in the amount of time specified on the IEP. The school name and location will be shared with Contractors upon award.

### 3.7 Calendar

Contractor Staff will observe the MCPS calendar. Contractor Staff will not report hours for days when MCPS schools are closed due to scheduled holidays or for emergency closings. The MCPS school calendar can be found at <https://www.montgomeryschoolsmd.org/calendar/> and a hard-copy will be provided when the contract is awarded. Emergency closings are announced on local television and radio stations, and on the MCPS website.

### 3.8 Special Considerations

#### 3.8.1 Transportation/Mileage reimbursement

MCPS shall not allow for travel expenses for Contractor Staff. Transportation to the first visit and from the last visit will not be considered as part of the seven-hour day. The contract award does not include reimbursement for mileage.

There is an expectation that social workers will cluster visits by area to minimize travel time. Contractor Staff are not to transport families.

### 3.8.2 Billing

Invoices shall be sent to the MCPS Project Contact on a monthly basis or as otherwise agreed in writing by MCPS.

Within thirty (30) days after receipt of each invoice and accepting the work, MCPS shall, except as provided in the contract, pay for the work performed when approved by the MCPS Project Contact. A payment schedule will be jointly developed between MCPS and the Contractor, in accordance with Article 8 of the MCPS General Contract Articles. MCPS reserves the right to submit payment in the form of credit card, Single Use Account (SUA), or Automated Clearing House (ACH). The Contractor agrees that no additional charge, fee, or price will be assessed to MCPS for the use of these electronic payment methods.

### 3.8.3 Tests and Materials

Any tests or materials used with students will be provided by or preapproved by MCPS. The Contractor may not use any tests or materials without prior approval from MCPS.

## 3.9 MCPS Project Contact:

The MCPS Project Contacts for this proposed procurement are:

Dr. Christina N. Conolly  
Director of Psychological Services  
Student and Family Support and Engagement  
Office of Teaching, Learning, and Schools  
850 Hungerford Drive, Suite 50  
Rockville, Maryland 20850  
P: 240-740-5630  
E: [Christina\\_N\\_Conolly@mcpsmd.org](mailto:Christina_N_Conolly@mcpsmd.org)

## 4.0 CONTRACT TERM

The initial term of contract shall be for two years as stipulated in the RFQ. 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 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 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 &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____		
Email _____		
2. _____		
Email _____		
3. _____		
Email _____		

## 8.0 FORMAT OF RESPONSE

- 8.1 Responses to this RFQ shall be submitted in the same order as the RFQ and provide an individual response to each RFQ specification.
- 8.2 Contractors shall include any and all statements and representations made within its submission in the contract for services with the MCPS. This includes, but is not limited to, the vendors' point-by-point response to this RFQ. 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.

## 9.0 MANDATORY SUBMISSIONS

Each offeror must provide a complete submission including all required information and attachments. The response shall address each paragraph in the same order as the RFQ and provide an individual response to each RFQ specification. All submissions must be presented using the same numbering sequence and order used in this RFQ 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\\_mcintosh-davis@mcpsmd.org](mailto:angela_s_mcintosh-davis@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies, as well as one (1) electronic version on 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 March 26, 2021. Submit responses of the entire RFQ submission to:

Montgomery County Public Schools  
Procurement Unit  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850

Submissions will become the property of MCPS.

The submission 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 submissions received. MCPS also may negotiate with the one Offeror who submits the best submission or with two or more Offerors who are in the competitive range. Therefore, it is important that the Offeror's response be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of all responses, no information will be released until after



the award. It is understood that the Offeror's submission will become a part of the official file on this matter without obligation to MCPS.

The submission 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 Offerors to be specific and brief in their responses.

Offerors must include any and all statements and representations made within its submission in the contract for services with MCPS unless otherwise agreed upon by MCPS and the Offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFQ.

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

**Complete Response must include:**

Failure to include the following required information may render the submission nonresponsive as determined by the director of the Department of Materials Management.

- Point-by-point response to each section of the RFQ.
- The Contractor must describe staff employment procedures and how supervision of staff and quality of service will be monitored required in 3.3 Mandatory Services, 3.4 Staffing and 3.5 Contractor Responsibilities.
- The Contractor must include complete resumes of qualifications and experience of all staff who will be assigned to this project.
- The Contractor must provide, where applicable, copies of current licenses for staff members that 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.
- Contractor's annual fiscal report in order to demonstrate the Contractor's financial stability. (If desired, the Contractor also may include any other financial documents that the Contractor wishes to include regarding Contractor'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 Contractor's proposal as specified in Sections 10.0 and 11.0.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 11.0. However, the Board reserves the right to make awards according to the best interest of MCPS. This request for qualifications may result in multiple awards for different components of the scope of services.

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 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 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 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 submission if the evidence submitted by the contractor or investigation of such contractor 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. 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 submission. 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 vendors, 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 RFQ 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. Contractor's understanding of the scope of services as demonstrated by the response to the RFQ.

12.1.5. Availability of contract professional staff.

12.1.6. References.

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 RFQ is as follows:

RFQ issued: March 1, 2021

Questions Due: March 10, 2021

Proposals Due: March 26, 2021

Anticipated award date: May 11, 2021

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

### **14.0 PRE-QUALIFICATION CONFERENCE**

A Pre-Proposal Conference does not apply to this RFQ.

### **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" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> 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](mailto:angela_s_mcintosh-davis@mcpsmd.org). Questions are due 4:00 p.m. on March 10, 2021. Responses will be posted on the MCPS Procurement website on March 15, 2021. 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 RFQ response. The MCPS Procurement website address is [www.montgomeryschoolsmd.org/departments/procurement/staff.aspx](http://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 RFQ 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 RFQ 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 RFQ. 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 \_\_\_\_\_