

March 15, 2022

301-279-3555

RFP Number: 1033.6
Due Date: April 5, 2022
Open Time: 2:00 p.m.

To: Prospective Respondents:

On behalf of the Board of Education of Montgomery County, Maryland, Montgomery County Public Schools (MCPS) is soliciting a Request for Proposal (RFP) to prequalify one or more law firms to provide legal services in certain cases and matters related to the implementation of requirements under the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.* (IDEA) and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.* (Section 504), as well as related federal and state laws and regulations.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on April 5, 2022. Submissions received after this date and time will not be considered. Proposals received after this date and time will not be considered. Proposals shall be delivered in a sealed envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The offeror must submit their offer per the instructions under the RFP, Section 7.0 Mandatory Submissions. 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, Suite 3100
45 West Gude Drive
Rockville, Maryland 20850

Request For Proposal No. 1033.6,
Legal Services for Special Education Related Issues

1.0 INTENT

It is expected that Firms will deliver such services consistent with Board Policy BLC, *Procedures for Review and Resolution of Special Education Disputes*, which expresses “the intent of the Montgomery County Board of Education (Board) to resolve all disputes related to special education in as efficient and cooperative a manner as possible.” Firms shall provide such services when necessary to supplement the work of attorneys in the MCPS Office of General Counsel and ensure timely communication with and input from appropriate MCPS staff, including but not limited to the Office of General Counsel and the Office of Special Education.

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 2020-2021 school year, MCPS served more than 160,000 students. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,000 employees. Among the 209 schools that MCPS operates, 39 are National Blue-Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post’s* 2021 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation’s largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2020–2021 were as follows:

White: 25.8%
Hispanic/Latino: 32.7%
Black or African American: 21.7%
Asian: 14.2%
Two or more races: ≤ 5.0%
American Indian or Alaskan Native: ≤5.0%
Native Hawaiian or other Pacific Islander: ≤5.0%
Students receiving Free and Reduced-price Meals System (FARMS): 38.7%
Students ever receiving FARMS: 46.0%
English for Speakers of Other Languages (ESOL): 16.4%
Students receiving special education services: 12.5%

Approximately 12.5 percent of MCPS students receive special education under the IDEA. Parents and children with disabilities are afforded a number of procedural safeguards under IDEA for the resolution of disputes concerning identification, evaluation, educational placement, and the provision of free appropriate public education, including the right to file a state complaint, the right

to request mediation, and the right to request a due process hearing. In addition, MCPS makes available less formal options for resolution of disputes, including the administrative review process set forth in Board Policy BLC.

MCPS' dispute resolution processes were recently examined as part of an external review of the district's special education processes and services by WestEd, a non-profit organization with extensive experience conducting data-focused program evaluations and research studies. This external review is an example of MCPS' organizational commitment to ongoing continuous improvement, building upon our 2010 Malcolm Baldrige National Quality Award for Performance Excellence.

The WestEd report "commended" MCPS "on reducing the number of mediation and due process filings. The number of cases has declined by 50 percent since 2007." In addition, the report noted: "There has also been an increase in the number of informal resolution meetings and the number of cases resolved." MCPS staff continue to prioritize and implement the recommendations identified by WestEd, while taking into consideration issues raised as a result of the COVID-19 pandemic.

The COVID-19 pandemic has created unique challenges for schools, resulting in temporary school closures, and the implementation of a variety of instructional approaches to MCPS students. MCPS expects that Firms will be informed by the West Ed report's findings and recommendations, with specific attention to the impact of the pandemic on special education disputes, in formulating their responses to this RFP.¹

The vast majority of cases and issues involving special education that arise are managed and resolved by MCPS staff, including those in the MCPS Office of General Counsel and the Office of Special Education. At times, however, due to case load or the specific issues presented, MCPS may find it necessary to consult with or seek support from outside counsel to assist in problem-solving of such disputes, as well as other issues regarding the implementation of requirements under the IDEA, as well as Section 504 and other related federal and state laws and regulations. Typically such cases have involved issues concerning placement in a non-public school in due process hearings, and subsequent proceedings in state or federal courts, where the student's parents are represented or assisted by counsel. In such cases, outside counsel work closely with MCPS staff, including those in the Office of General Counsel and the Office of Special Education to navigate legal requirements, evaluate and manage legal risk, align and conserve resources, promote collaborative dispute resolution and reduce avoidable litigation, if possible, and engage in strategic decision making to promote equity and academic excellence for all students.

3.0 SCOPE OF SERVICES

It is expected that Firms will provide high-quality, ethical representation of the Board and school system on individual special education matters at IEP team meetings, due process hearings, Office of Administrative Hearings proceedings, and in federal and state court proceedings. Services may

¹ The report is available at this link:

[http://www.boarddocs.com/mabe/mcpsmd/Board.nsf/files/A395D5744B7E/\\$file/Update%20Ext%20Rev%20Special%20Ed%20Proc%20Servcs%20Attach%20UPDATED.pdf](http://www.boarddocs.com/mabe/mcpsmd/Board.nsf/files/A395D5744B7E/$file/Update%20Ext%20Rev%20Special%20Ed%20Proc%20Servcs%20Attach%20UPDATED.pdf).

also include the development of process documents and providing staff training, as well as general advice to staff on implementing the requirements of IDEA, Section 504, and related federal and state laws.

3.1 Delivery of Legal Services

In MCPS, each request for a due process hearing or other matter in which parents or guardians seek to invoke dispute resolution proceedings regarding the requirements of the IDEA, Section 504, or related federal and state laws and regulations, is reviewed by MCPS staff in conjunction with attorneys in the Office of General Counsel to determine a course of action that is cost effective, in compliance with the law, and meets the student's needs. Consistent with Board Policy BLC, the goal is to pursue litigation only when it is believed that the outcome will assist in providing an appropriate special education program for students and avoid unnecessary expense and protracted litigation. Because of the nature and importance of this initial evaluation, attorney availability is essential to discuss merits of the case and provide additional input. The Firms must be available to handle multiple cases simultaneously, conduct briefings, and meet with witnesses in a cost-effective manner until all assigned cases are resolved, including administrative and court procedures.

Proposals shall include a plan for availability and maximum efficiency in providing expert legal services in a cost-effective manner. This includes the ability to work effectively with staff, draft settlement agreements, and advise MCPS of a recommended course of action. The proposal shall include the plan and strategies the Firm will provide to allow MCPS staff sufficient information to make determination of the Firm's ability to perform.

MCPS staff place student records in chronological order, conduct preliminary case analyses, complete cost benefit analyses, and arrange for witness briefings. MCPS does not expect to be billed for the aforementioned services. With this process, attorneys are expected to work closely with the assigned team to prepare for due process hearings. It should be noted that MCPS does not use counsel in mediation sessions unless the parents are represented at mediation, but seeks advice from counsel prior to mediation.

3.2 Uniform Task-based Management System

The proposal shall detail a uniform task-based management system that provides MCPS with meaningful cost information on legal services provided. The proposal also shall cover all contested matters, including administrative and court proceedings, and it shall provide specific strategies to:

- Enable MCPS to plan and maintain an efficient, effective, and standard system for billing and filing;
- Facilitate effective communication of the tasks and costs of administrative and court proceedings and any variations from the expected norm;
- Allow MCPS to access the cost of litigation, provide for greater efficiency, and build a framework for a standardized billing system; and
- Coordinate the various litigation tasks to ensure a simple, concise, and flexible management approach for legal services rendered.

3.3 Duties

Firms have the duty and responsibility to devote their best professional efforts to legal matters referred to them by the Office of General Counsel on behalf of the Board of Education and MCPS. Pursuant to this responsibility, it is incumbent upon Firms to work cooperatively with the Office of the General Counsel, the Office of Special Education, and other authorized MCPS administrators and staff. It is expected that Firms will offer well-informed and relevant guidance to ensure that MCPS staff are aware of any significant legal implications associated with matters before them for decision making and action. It is the Firm's responsibility to keep MCPS staff advised about all pending matters being handled by the Firm for the school system. The Firm's services include consultation with the Office of General Counsel to assure consistency of legal position and to avoid duplication of effort and cost.

All of the Firm's attorneys are personally responsible for professional conduct and strict confidentiality in all matters they are handling, and it is expected that they will plan, organize, and appropriately allocate resources to successfully complete a specific task, project, or matter in order to deliver value to MCPS and the Board. Cases and matters should be staffed by the fewest number of attorneys and paralegals necessary to perform the work effectively and efficiently.

3.4 Communication

Firms are expected to engage in regular communication with MCPS about pending matters.

The Firms must always provide the responsible MCPS attorney or staff member designated by the general counsel with the following documentation in a timely manner: (a) copies of all pleadings and amended pleadings, briefs and memoranda on dispositive motions, reports, evaluations or other substantive documents that are either prepared or received by outside counsel; (b) releases, orders of dismissal, and final judgments; and (c) any other documents reasonably requested by MCPS including research memoranda, motions and briefs, deposition transcripts, and expert and medical reports. MCPS will not provide compensation for routine transmittal letters.

It is essential that copies of pleadings and briefs and memoranda on dispositive motions received from other parties, as well as those proposed to be filed on behalf of the school system, be forwarded to the responsible MCPS attorney or staff member as early as possible to allow MCPS a substantive opportunity for input. MCPS reserves the right not to compensate the Firms for preparation of pleadings, memoranda and briefs on dispositive motions, and other substantive documents when drafts have not been furnished to the responsible MCPS attorney or staff member for review and/or approval prior to filing or submission.

On many matters, a flexible collaboration with the general counsel and authorized administrators, in which complementary portions of a project are handled by MCPS staff and outside counsel, may yield the most cost-effective results. Therefore, we may ask the Firm to revise or refine a basic document drafted in-house or to advise MCPS only with respect to certain aspects of a transaction, or to assist in preparing standard forms and procedures that can be applied as needed by in-house staff in the future.

It is expected that the Firms will hold each of its attorneys and those they supervise to high-quality standards for effective communication so that ideas, opinions, and conclusions are expressed clearly and concisely.

3.5 Pricing and Billing

Firms shall provide their fee structure with their RFP response to include, at a minimum, the hourly rates for the initial one year contract term for partners, associates, and paralegals/clerks proposed to perform work for MCPS. To the extent that the Firm is listed with the Maryland Associate of Boards of Education Legal Services Association, the Firm must identify the rates provided for services to participating Boards of Education and justify any differences between the rates proposed to be charged to MCPS and those rates.

In addition, from time to time, MCPS may negotiate a flat rate or alternate fee arrangement for particular projects, provided that the hourly rate does not exceed the hourly rates proposed. **If the Firm seeks to propose a flat rate or alternative fee arrangement as part of this RFP, please provide a justification, with evidentiary documentation, as to its benefits to MCPS with respect to efficient and effective provision of legal services.**

Firms are expected to use a billing format that will adequately describe the services rendered, identify the hours expended on the matter and at what rate, and itemize any costs advanced. The bill should not be in such detail that it would be against the public interest if obtained by an opposing party. Firms are expected, however, to have detailed records of legal services available if the Board of Education, the superintendent of schools, or the general counsel wishes to inspect them. Firms should bill only for actual time spent on a matter, rather than in minimum billable segments. Time entries must be separated by each task performed. Under no circumstances should a bill be submitted with blocked or bulk time entries. Attorneys may not bill attorney rates for paralegal tasks.

Only one attorney is to be compensated for intra-office conferences and compensation shall be at the rate of the more senior attorney. Only one attorney shall be compensated for attending mediations, settlement conferences, depositions, hearings, or meetings with school system representatives and third parties, unless prior approval is received from the Office of General Counsel.

Travel time may be charged to attend meetings at MCPS' request or to attend hearings, depositions, etc., on behalf of the client so long as it does not exceed two hours each way per day. Such travel shall be compensated at one-half the usual hourly rate. Every effort should be made to diminish travel time billed to the client, including reducing travel time by any time spent on a mobile phone devoted to other clients.

Copying costs should be kept to a minimum, and lengthy documents should be given to MCPS for copying whenever possible. Copying charges are to be at actual cost and may not exceed 10 cents per page. Charges for legal research services, such as Lexis/Nexis or Westlaw, are to be billed at actual cost to your firm. Charges for faxing, office telephone, or meals will not be reimbursed.

Fees should not be charged for preparing bills, status reports, or responding to inquiries about fees and expenses. Day-to-day case management is not billable. This includes, by way of example, time spent assigning tasks, organizing or closing a file, scheduling or calendar maintenance, word processing, faxing, or copying.

Employee courier services, law clerk “runners,” or other individuals who perform functions such as delivering documents, checking docket entries, and filing papers should be charged only when such activity cannot be completed timely through the mail or other routine channels. These exceptions must be accompanied by an explanation of the extenuating circumstances.

For matters in litigation before a state or federal court, it will be expected that an estimated budget and litigation plan, including an estimate of the number of hours that the assigned attorney(s) may devote to different phases of litigation, will be provided to the Office of General Counsel as promptly as possible after the litigation is initiated and/or the assistance of outside counsel is requested. The budget and litigation plan should be updated prior to beginning of each phase, e.g., discovery, summary judgment, preparation for trial, trial, post-judgment pleadings, and/or memoranda. In addition, the assigned attorney(s) may be asked to attend meetings in person or by conference call with MCPS staff to further discuss the estimate and course of litigation.

No expert witnesses or professional investigators are to be engaged without specific prior authorization by the general counsel or the superintendent of schools/designee.

Bills are to be submitted within fifteen (15) days of the date of the billing period. The Firms will work with the Office of General Counsel to implement appropriate protocols for maintaining records for assigned cases and matters. As part of the response to this RFP, please provide information regarding your firm’s record retention practices.

Direct costs incurred in handling legal matters for MCPS shall be separately itemized. Prior authorization shall be obtained from the general counsel or the superintendent of schools/ designee before expending any unusual or extraordinary costs.

MCPS reserves the right to delete services or add additional services or pre-qualify additional firms throughout the contract term should MCPS determine, in its sole discretion, that there is a need for such additional services or firms.

4.0 CONTRACT TERM

The initial term of contract shall be for one year. However, the contract may not begin until one day after approval by the Board of Education. MCPS reserves the right to extend this contract with the existing terms and conditions at one (1) year intervals. Written notice indicating MCPS’ intention to pursue the extension of the contract, will be issued to the Contractor(s) prior to the expiration of the contract terms. The Contractor(s) shall have ten (10) days from the date of notification to accept or reject the extension and may submit a request for price adjustment, to be reviewed, from time to time.

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.

This RFP and the MCPS General Contracting Articles shall take precedence over any Firm policies, terms and conditions, user agreements, or other documents in effect at the time of this contract or thereafter, unless otherwise expressly agreed in writing by the Parties.

Price increases will not be considered for the first year of the contract. Thereafter the successful Firm(s) must submit a written request for price relief. 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. Downward adjustments shall be made by MCPS without a request from the successful Firm(s).

5.0 REFERENCES

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

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short listed Firms are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Firm.

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

6.0 FORMAT OF RESPONSE

- 6.1 Each Firm 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.
- 6.2 The Firm must include any and all statements and representations made within its proposal in the contract for services with the MCPS, unless otherwise agreed upon by MCPS and the Firm during negotiations. This includes, but is not limited to, the Firm's point-by-point response to this RFP. If the Firm responds only "Understand and comply," it is assumed that the Firm complies with MCPS' understanding of the requirement.
- 6.3 MCPS shall not be responsible nor be liable for any costs incurred by the Firms in the preparation and submission of their proposals and pricing.

7.0 MANDATORY SUBMISSIONS

Firms may request via e-mail to Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit at angela_s_mcintosh-davis@mpsmd.org, a Microsoft Word version to help in preparing the response.

One (1) original and three (3) copies as well as one electronic version on flash drive and one redacted copy of 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 of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on April 5, 2022. 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 also reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one Firm who submits the best proposal or with two or more Firms who are in the competitive range. Therefore, it is important that the Firms' proposals 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 Firms' proposals 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 Firm's qualifications and expertise. MCPS urges the Firm to be specific and brief in their responses.

Complete Response must include:

- Point-by-point Response to each section of the RFP.
- A written overview (no more than 3 pages) that fairly and briefly depicts the firm's proficiency, experience, and capability to provide services specified in this RFP in alignment with Board Policy BLC, as well as the Firm's general statement of philosophy on the role of legal counsel on behalf of a public school district in special education matters.
- The Firm's pricing structure consistent with Section 3.5 of this RFP.
- Current Form W-9 and financial documentation to demonstrate the Firm's financial stability.
- A list of all special education cases litigated by the Firm in the past five years that resulted in published court decisions.
- Complete and up-to-date resumes of qualifications and experience of all staff who will be assigned to this project, including their formal education, active professional membership, and certification in specific areas of law, as well certification that they are admitted to the Maryland Bar. (During the contract term if staff changes, prior approval must be obtained by the Office of General Counsel.)
- 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
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- A redacted copy of Firm's proposal as specified in Sections 8.0 and 9.0.

In addition, each Firm must disclose any existing or potential conflict of interest relative to provision of services under this RFP. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with MCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of MCPS or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with MCPS employees may be cause for contract termination. MCPS reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification. Each firm must reveal any past or existing relationship between the firm, its principal, employees, or any affiliate or subcontractor, with any state agency, entity, state employee, or other person in any way involved in the state's procurement and/or contracting processes. MCPS reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest. In submitting a response, the Firm affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

8.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the Firm 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 Firm 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 Firm 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 11.0.

9.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Firms 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 Firm in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Firm, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the Firm 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 Firm 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 Firm must agree to defend and hold MCPS harmless if any information is inadvertently released. Each Firm must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

10.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Firms 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 Firm or Firms 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 Firms 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, Firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested

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

1. Completeness of Response
2. Ability to perform and commitment to professionalism and ethical conduct (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
3. References and Other Evidence Regarding the Qualifications of the Firm
4. Pricing Structure

While is the intention to award to the most favorable respondent based on these evaluation, the Board of Education of Montgomery County reserves the right to make awards according to the best interest of MCPS.

In determining the qualifications of each Firm, MCPS will consider the Firm's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the Firm's record providing legal services related to special education to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any Firm if the investigation discloses that the Firm, 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 Firms to perform the work, and the Firms 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 Firm or investigation of such Firm fails to satisfy MCPS that such Firm 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 the Firm's services.

All Firms 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. Firms 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).

A proposal that contains false or misleading statements, or which provides references, that do not support an attribute or condition contended by the Firm, may be rejected. If, in the opinion of MCPS, such information was intended to mislead MCPS in its evaluation of the proposal, the proposal may be rejected.

11.0 SCHEDULE OF EVENTS

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

RFP issued:	March 15, 2022
Questions Due:	March 22, 2022, by 4:00 p.m.
Responses posted:	March 28, 2022
Proposals Due:	April 5, 2022, due 2:00 p.m.

Anticipated recommendation for award date: May, 2022

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

12.0 PREBID CONFERENCE

Not applicable to this RFP

13.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the Firm'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. Firms 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.

14.0 eMARYLAND MARKETPLACE ADVANTAGE

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (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.

15.0 MULTI-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Firm(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 Firm. 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.

16.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh-Davis, MCPS Procurement Unit Team Leader, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via email to angela_s_mcintosh-davis@mcpsmd.org. Questions are due by 4:00 p.m. on March 22 2022. Responses will be posted on EMMA and on MCPS' Procurement website on March 28, 2022. 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 Firm in response to a request will be furnished to all Firm 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 Firms. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Firms 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/.

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

18.0 BID PROTESTS

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

19.0 CONTRACT

MCPS plans to enter a contractual agreement with the Firm(s) to whom the award is made and intends to make the attached MCPS General Contracting Articles (Appendix A) a part of the contract, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contracting Articles. Lacking any response to the contrary, MCPS will infer that the Firm(s) agree to the specifications of this RFP and each term and condition of the MCPS General Contracting Articles. In particular, the insurance and indemnification provisions set forth in Article 22 and 23 of the MCPS General Contracting Articles, as well as the data collection and confidential information provisions set forth in Article 18, are non-negotiable.

20.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

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

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

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

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

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number/Extension _____
- 5. Email Address _____
- 6. Website _____

III. VENDOR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded Firm'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 _____