

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

PROCUREMENT UNIT

January 31, 2022

301-279-3555

RFP Number: 1200.1
Due Date: February 28, 2022
Open Time: 2:00 p.m.

To: Prospective Respondents:

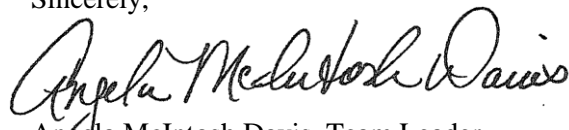
The purpose of the Request for Proposal (RFP), on behalf of the Board of Education of Montgomery County, Maryland, Montgomery County Public Schools (MCPS) seeks proposals from qualified master trustee/custodian providers in five different capacities: custody services (stand-alone); benefit payment management (stand-alone); custody services and benefit payment management; custody services and portfolio analytics; lastly, custody services, benefit payment management, and portfolio analytics.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on February 28, 2022. Submissions received after this date and time will not be considered.

The contractor 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. 1200.1,
Custodian Bank Services for
Montgomery County Public Schools (MCPS)
Retirement System Trust

1.0 INTENT

On behalf of the Board of Education of Montgomery County, Maryland, Montgomery County Public Schools (MCPS) is seeking proposals from qualified master trustee/custodian providers in five different capacities: custody services (stand-alone); benefit payment management (stand-alone); custody services and benefit payment management; custody services and portfolio analytics; lastly, custody services, benefit payment management, and portfolio analytics. The respondents will be evaluated in each capacity separately, with a final determination made after the proposals are received and evaluated. The contract is anticipated to begin in July 2022. MCPS currently utilizes BNY Mellon as master custodian provider for custody services and Aetna Life Insurance Company for benefit payment management.

NEPC, LLC (NEPC) has been retained by MCPS to assist in the process of conducting an evaluation of qualified applicants (Firms, and each a Firm). Representatives from NEPC may contact responders that submit proposals in relation to this Request for Proposal (RFP).

Enclosed are instructions for responding to the RFP, the RFP Questionnaire (Appendix A), the Cost Proposal (Appendix B), the Contract (Appendix C), Procurement attachments A through D, and the MAPT Rider Clause. Additional information is included in the body of the RFP.

2.0 INTRODUCTION

MCPS maintains an Employees' Retirement and Pension System (Plan) open to eligible employees. The Plan provides a core pension benefit to employees who are not eligible to participate in the Maryland State Teachers' Retirement and Pension Plan (State Plan). The Plan also provides a supplemental benefit for all eligible employees, including those who participate in the State Plan. In 1995, MCPS adopted a Trust Agreement to hold and invest the assets of the Pension Plan.

As of October 31, 2021, the MCPS Retirement System Trust (Trust) had assets of approximately \$2.4 billion. The Plan's funding ratio was 88.4%, based on the actuarial value of assets, as of July 1, 2021. The Trust is well-diversified across multiple asset classes, and the target asset allocation is listed below:

MCPS Asset Class	Target Allocation
U.S. Equity	24.0%
International Equity	18.5%
Global Equity	7.5%
Private Equity	10.0%
Core Fixed	16.5%
Bank Loans	2.5%
Emerging Market Debt	2.5%
Private Debt	5.0%
Real Assets	8.0%
Hedge Funds	3.5%
Cash	2.0%

3.0 SCOPE OF SERVICES

MCPS is attempting to identify a qualified master trustee/custodian provider that has the ability to execute the following services. The proposal should contain a cost proposal broken out in the capacities listed below:

- Custody bank services (stand-alone)
- Benefit payment management (stand-alone)
- Custody bank services and benefit payment management
- Custody bank services and portfolio analytics
- Custody bank services, benefit payment management, and portfolio analytics

Custody Bank Services

- Custody safekeeping
- Clearing and settlement of trades
- Settlement processing
- Funds and securities settlement
- Asset servicing for electronic and physical holdings
- Corporate action tracking, collections, and reporting
- Preparation and review of accounting and performance measurement reports (monthly, quarterly, and year-to-date) and reconciling reports with managers
- Valuation support services
- Ability to provide accounting and performance measurement reports to support the drafting of the ACFR (formally CAFR)
- Providing access to online data for accounting, performance measurement, attribution, and other analytic purposes
- Limited partnership reporting and capital calls services
- Providing short-term investment vehicles for residual cash assets of the Trust
- Class action and proxy voting services
- And any other service specified by MCPS within the RFP. The scope of work is illustratively outlined (not exhaustive).

Benefit Payment Management

- Establish and maintain individual payee records necessary for providing benefit payments on time and in the appropriate amounts
- Maintain and calculate the amount of benefits to be disbursed, including but not limited to the declining value of the benefit, cost of living adjustment, lump-sum payments, rollovers to a financial institution, retroactive payments, recovery of overpayment, and subsequent payments
- Provide a notice for delivery to each retired member
- Determine the type and amount of any benefit payable as a result of the death of a payee, including survivor benefits
- Disburse benefit payments
- Deduct from monthly payments amount mutually agreed to by MCPS, payee, and provider to the extent permitted under state and federal law and regulations, including but not limited to health and life insurance deductions and any liability to MCPS
- Apply the cost of living adjustment each year for a different population of retirees based on MCPS criteria
- Apply eligible domestic relationship orders, child support orders, and power of attorney
- Withhold federal and state income tax from benefit payments in accordance with the payee's instructions and applicable law and transfer withheld amounts to the appropriate governmental agency
- Provide the applicable estate tax and inheritance/succession tax information required by federal and state law, including but not limited to Form 1099R for tax filing each year
- Provide new payment confirmation notices and benefit revision notices if required.
- Provide customer service for retirees such as self-service access to request duplicate tax returns, change of address, change direct deposit, view check information, lost check replacement, and verification of income letters
- Provide customer service to MCPS
- Conduct alive and well searches if benefit checks or electronic fund transfer (EFT) payments are returned, or if payees are over age 90, and suspend payments accordingly with notification to MCPS in writing if payees do not respond
- Provide reports to MCPS on disbursement register, payment reconciliation and deduction reports, new payment initiations and death/survivor benefits, underpayment/overpayment, address update reports, re-deposits, re-issues, outstanding checks, and other reports requested by MCPS

Portfolio Analytics

- Total portfolio position and exposure aggregation and integration
- Portfolio reporting: total portfolio or manager/asset class level; performance attribution; portfolio look-through; manager style; private markets investment reporting on an IRR basis
- Value at Risk (VaR): measure VaR at manager, sub-asset class, asset class, and asset pool level
- Stress testing

- Scenario analysis
- Factor Risk exposure: identify and measure exposure to various risk factors such as equity, credit, rates, inflation, and currencies, etc.
- Liquidity analysis: evaluate the liquidity of individual managers and fund and roll this up to asset pool level
- Cash flow forecasting

4.0 CONTRACT TERM

The initial term of contract shall be for three years. However, the contract may not begin until one day after approval by MCPS. MCPS would like the respondent to guarantee contract period rates and/or fees calculation methodology and unit measure through December 31, 2025. The proposed rates and/or fees calculation methodology and unit measure must remain static for each calendar year and may not fluctuate within that calendar year.

After initial guarantee periods, rates and/or fees calculation and unit measure will be renewed annually on January 1, if agreed to by both parties. The selected respondent must agree to MCPS Procurement language that specifically addresses annual increase justification, even within guaranteed contract period.

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.

Rates and/or fees calculation methodology and unit measure changes will not be considered for the first year of the contract. Thereafter the successful Firm(s) must submit a written request for rates and/or fees calculation methodology and unit measure changes. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. An invoice covering any period prior to approval of a rate and/or fee calculation methodology and unit measure changes shall be paid at the original contract price.

5.0 REFERENCES

All respondents shall include a list of a minimum of five references for clients with similar structure and size to MCPS and that utilize the services being requested in this RFP. All respondents shall also include the number of years in which these references have been clients. Please provide references that are serviced by the same proposed relationship team, if possible.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top-ranked short-listed respondents are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a respondent including MCPS staff members working with vendors.

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 each Firm in the preparation and submission of its proposal 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@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

Proposals submitted will require a two-step process. First, Firms must submit one original and one electronic version on a flash drive, and one redacted copy of the full proposal must be sent by mail, courier, or hand-delivery. It 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. Next, Firms will be required to submit proposals via InHub (an online investment RFP management platform) to NEPC. Firms can utilize the following link to provide basic information on their Firm and request access to the RFP: <https://www.erfp.us/inhub-mcps-custodian-rfp/>. Proposals are to be received, as well as submitted via InHub, no later than 2:00 p.m. on February 28, 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 that submits the best proposal or with two or more Firms that 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.

All proposals must include a completed RFP Questionnaire (Appendix A), the Cost Proposal (Appendix B), the Contract (Appendix C), Procurement Attachments A–D, and the MAPT Rider Clause.

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 Staff, in conjunction with their Investment Consultant, will evaluate submitted proposals. A summary of the proposals will be shared with the MCPS Board of Investment Trustees, who will have an opportunity to review and comment. The evaluation will take into consideration the evaluation factors set forth below.

1. Organization experience, financial stability, and administration
2. Client relationship team key personnel’s experience and stability
3. Performance measurement, analytics, and compliance
4. Investment manager relations
5. Accounting and reporting
6. Risk management and internal control
7. Security movement and control
8. Technology
9. System capabilities and disaster recovery
10. Cash management
11. Conversion
12. Global custody
13. Audit controls
14. Contractual terms and conditions
15. Pricing
16. References

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 11.0, 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 evaluations, MCPS 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:	January 31, 2022
Questions Due:	February 7, 2022, by 4:00 p.m.
Questions Posted:	February 14, 2022
Proposals Due:	February 28, 2022, due 2:00 p.m.
Anticipated award date:	June 28, 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 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 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 fax at 301-279-3173 or e-mail to Angela_S_Mcintosh-Davis@mcpsmd.org. Questions are due by 4:00 p.m. on February 7, 2022. Responses will be posted on EMMA and on MCPS's Procurement website on February 14, 2022. MCPS 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 to whom the award is made and intends to make the attached MCPS General Contracting Articles a part of the contract, except and unless modified by MCPS. **Articles 29 and 30 are not applicable to this RFP.** 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 agrees 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 Section 33 of the MCPS General Contracting Articles, as well as the data collection and confidential information provisions set forth in Article 15, 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 _____