

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

**Request for Proposal No. 4290.5,**  
**Private Duty Nursing Services for Students with Special Needs**

**1.0 INTENT**

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 qualified Contractor(s) to provide private duty nursing services to students with special needs.

School health services and school nurse services are provided as related services under the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.* (IDEA), to students with documented health issues requiring health services to enable a child with a disability to receive a free appropriate public education (FAPE) as described in the child's Individualized Education Program (IEP). These students require constant monitoring by a registered nurse (RN) or a licensed practical nurse (LPN).

The school nurses and health technicians employed by Montgomery County Government Department of Health and Human Services (MCDHHS) to provide school health services in MCPS schools, are vital partners with our schools and contribute to students' academic success. However, additional nurses are needed to meet the individual needs of the students requiring continuous nursing services, and therefore Contractors are needed to provide private nursing services to meet this need. Currently, MCPS has approximately thirty-five (35) students in MCPS that require private duty nursing services.

School nursing services are also defined as an accommodation for a student with a qualifying plan under Section 504 of the Rehabilitation Act of 1973 ("Section 504 plans"), with documented health issues, requiring assistance in order to have an equal opportunity to participate in school-sponsored and school funded activities. MCPS is required to provide equal access and opportunity to participate in all MCPS funded or sponsored programs, including extracurricular activities, athletics, field trips and outdoor education programming. MCPS also has a need to provide private duty nursing services to support those eligible students who participate in programs outside of the school building and/or outside of the school day, which are beyond the capacity of MCDHHS school nurses and health technicians.

MCPS staff in the Office of Special Education (OSE) work with the individual schools to schedule needed private duty nursing services for students with IEPs. The MCPS Section 504 Coordinator works with individual schools to schedule needed private duty nurses for students with Section 504 plans. Upon award, prequalified Contractor(s) will be notified as needs arise by the MCPS Section 504 Coordinator, by other OSE staff, or by the individual school. MCPS reserves the right to add prequalified Contractors throughout the contract term to serve the specific needs of an individual student, as determined by MCPS in its sole discretion, provided that the additional Contractor prequalifies under the same terms and conditions as set forth in this RFP.

## 2.0 INTRODUCTION

Montgomery County Public Schools (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 from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,500 employees. Among the 209 schools that MCPS operates, 42 are National Blue-Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post*'s 2015 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 are as follows:

White: 26.9%

Hispanic/Latino: 32.4%

Black or African American: 21.4%

Asian: 14.1%

Two or more races: ≤ 4.9%

American Indian or Alaskan Native: ≤5.0%

Native Hawaiian or other Pacific Islander: ≤5.0%

Students receiving free & reduced-price meals (FARMS): 33.3%

English for Speakers of Other Languages (ESOL): 18.2%

Students receiving special education services: 11.7%

## 3.0 SCOPE OF SERVICES

A growing number of MCPS students must be accompanied by a private duty nurse to enable them to attend school or to attend school-sponsored and/or school-funded programs outside of school and/or outside of the school day. Students, ages 3 years through 21 years, who are enrolled in a public school and have documented health issues requiring constant monitoring by an RN or LPN are eligible.

- 3.1 The Contractor will ensure that all private duty nurses provided to work with MCPS students pursuant to this Contract maintain current license to practice nursing as a registered nurse or licensed practical nursing in the State of Maryland. It is the sole responsibility of the Contractor to provide updated licenses as applicable throughout the term of the contract or when requested by MCPS staff.

Services as outlined in the student's *Plan of Care* may include, but are not limited to:

- Urinary catheterizations
- Suctioning and reinsertion of tracheotomy tube
- Medication administration and management including observation for adverse reactions, response or lack of response to medication and informing the parent/ guardian, and their supervisor, about the negative reaction(s) to the medications
- Oxygen administration, and ventilator care
- Enteral (tube) feedings
- Other treatments ordered by the physician, physician's assistant (PA), or nurse practitioner

- Continuous glucose monitoring, diabetic pump monitoring and compliance with doctor's orders for diabetic care.
  - Collaboration with the student's primary physician regarding all medical/mental health-related medically necessary services that are outlined in an Individualized Education Program (IEP) or 504 Plan.
- 3.1.1 Mandatory Services/Skills for School Attendance: When requested by MCPS, Contractors are required to provide private duty nurses to provide the following mandatory services/skills to enable students to attend school:
- The private duty nurse provides all of the primary care of the student from when the student arrives at school until the student departs from school. If the student requires nursing services on the bus, the private duty nurse provides all of the primary care from when the student gets on the bus until the student gets off the bus at the end of the school day and shall, with the parents/guardian, be responsible for the student's daily medical care.
  - The private duty nurse coordinates care with the procedures and schedule of the school.
  - The private duty nurse remains constantly available for the student's health care needs, and shall accompany the student at all times. Special arrangements may be discussed with school based nurses/principal to cover breaks of the private duty nurse (i.e. bathroom).
  - The private duty nurse administers medication, which must be stored in the locked health suite medicine cabinet. The school nurse and/or health technician maintains the key.
  - The private duty nurse performs all prescribed treatments (i.e. tube feedings, suction, etc.).
  - The private duty nurse obtains medical orders and shall provide a copy for the school health record.
  - The private duty nurse maintains appropriate documentation.
  - The private duty nurse keeps the school nurse/principal apprised of student's needs and status.
  - The private duty nurse ensures the availability and working order of medical equipment and supplies.
  - The private duty nurse shall be familiar with, and implement all of the student's emergency procedures, and shall become thoroughly familiar with the implementation of the student's transportation procedures, emergency protocols, fire drill procedures, and emergency protocols and shall be prepared to carry out these procedures.
  - The private duty nurse participates in school conferences at the discretion of the family or principal.
  - The private duty nurse complies with all requirements set forth in the Maryland Nurse Practice Act, and with professional standards for confidentiality and privacy.
  - The private duty nurse reports to the principal or designee if he/she becomes ill during the course of the school day and shall, if at all possible, continue to supervise the student until the school implements the emergency protocol or a family member arrives at school to transport the student home.
  - The private duty nurse shall notify the parents and school staff as early as possible if they are unable to be present in school so that backup plans can be implemented.
- 3.1.2 Mandatory Skills/Services for School-Sponsored/School-Funded Programs: When requested by MCPS, Contractors are required to provide private duty nurses to provide the following mandatory services/skills to enable students to attend school-sponsored and/or school-funded programs outside of school and/or outside of the school day:
- The private duty nurse provides all of the primary care of the student from when the program or activity begins until when the program or activity ends. If the student requires nursing services on the bus, the private duty nurse provides all of the primary care from

when the student gets on the bus until the student gets off the bus at the end of the program or activity.

- The private duty nurse coordinates care with the procedures and schedule of the applicable program or activity.
- The private duty nurse remains constantly available for the student's health care needs, and shall accompany the student at all times during the program or activity. Special arrangements may be discussed with the designated school contact person to cover breaks of the private duty nurse (i.e. bathroom).
- The private duty nurse ensures that appropriate medical supplies and equipment are present during the program or activity and are in good working order. Malfunctioning equipment must be reported immediately to the designated school staff contact person.
- The private duty nurse will promptly review all provided documentation regarding the student's medical needs and become thoroughly familiar with the implementation of student's transportation procedures, emergency protocols, and emergency evacuation procedures and be prepared to carry out these procedures.
- The private duty nurse administers medication, which must be stored in the locked health suite medicine cabinet. The school nurse and/or health technician maintains the key.
- The private duty nurse discusses questions and/or concerns with the school nurse or principal/designee after review of the nursing assessment, emergency protocols, and any other health-related information.
- The private duty nurse keeps the school nurse/principal apprised of student's needs and status.
- The private duty nurse is familiar with and implements all of the student's emergency procedures, and shall become thoroughly familiar with the implementation of the student's transportation procedures, emergency protocols, fire drill procedures, and emergency protocols and shall be prepared to carry out these procedures.
- The private duty nurse participates in school conferences at the discretion of the family or principal.
- The private duty nurse complies with all requirements set forth in the Maryland Nurse Practice Act and with professional standards for confidentiality and privacy.
- The private duty nurse reports to the principal or designee if he/she becomes ill during the course of the school and shall, if at all possible, continue to supervise the student until the school implements the emergency protocol.

### 3.2 Staffing

- The private duty nurse must have good oral and written communication skills.
- MCPS has the right to reject any staff offered by the Contractor or to request replacement of any person determined to be unacceptable.
- No MCPS full or part-time staff may be employed in the performance of this contract.

### 3.3 Contractor Responsibilities

- The Contractor must report changes in staff for in-school support, to the special education supervisor in the Office of Special Education two weeks prior to departure from service.
- The Contractor must report changes in staff for out-of-school programs and activities, to the special education supervisor or MCPS Section 504 Coordinator no later than 24 hours prior to the start of the program or activity.
- The Contractor shall provide the MCPS Project Contact with copies of licenses for all nurses prior to their beginning service with MCPS and verification of background checks.

- The Contractor must have flexibility for adding and withdrawing students to or from contracted agency service within a two-week period.
- The Contractor must investigate any concerns regarding the fitness, competency or quality of services provided by the private duty nurse within five business days of notification by MCPS, and provide MCPS with the outcome of such investigation no later than ten business days after the notification.
- Because of the significant negative impact to a student with a disability that would result from a Contractor's failure to provide the services of a private duty nurse to an assigned student for a scheduled school day or scheduled program or activity, each prequalified Contractor may be assessed a fee of up to \$100.00 per day, for each day or portion thereof, that Contractor fails to provide the services of a private duty nurse to that assigned student.

### 3.4 Place of Performance

Services may be provided at the student's school during the school day and/or during off campus fieldtrips, programs/activities, and outdoor education which can be both during regular business hours, after school hours or overnight hours.

If the student requires nursing services on the bus, the private duty nurse provides all of the primary care for the student from the time the student gets on the bus, during the school day and until the student gets off the bus at the end of the school day or at the end of the program/activity.

The private duty nurse shall be responsible for the student's daily medical care in school and/or the fieldtrip, program or activity or outdoor education where applicable.

### 3.5 Calendar

The contracted private duty nurse will observe the MCPS calendar, and will not report hours for days when MCPS schools are closed due to scheduled holidays, no-school days, or for emergency closings. The MCPS school calendar will be provided when the contract is awarded. Emergency closings are announced on local television and radio stations, and on the MCPS website.

In the event that a program or activity is cancelled, MCPS will make all attempts to notify the private duty nurse at least 24 hours in advance. If a notification has been received 24 hours in advance, the contracted staff will not report hours. If the notification was received less than 24 hours in advance and the contracted staff report to the school or location of the program/activity, contracted staff may report one hour as an inconvenience fee.

Services may be required during the summer Extended School Year (ESY) program or other MCPS summer programs, in accordance with the student's *Plan of Care* and their IEP.

### 3.6 Special Considerations

#### 3.6.1 Supplemental Services

No additional or supplemental service outside of the student's *Plan of Care* shall be provided to the student by the contracted agency.

#### 3.6.2 Workday

- a. The workday will be as required on the student's *Plan of Care*, usually consisting of up to a 7-hour school day, and may include transportation to and from school. In the event that services cannot be provided by the assigned nurse, the contractor will assign a trained, licensed staff member to provide care for the student. Notification of the use of a temporary care provider should be given to MCPS at least 24 hours prior to date of care.

- b. MCPS will provide the contracting agency with the work hours and work location upon making a request for a private duty nurse to support a student with special needs during fieldtrips, activities/programs, or outdoor education. In the event that services cannot be provided by the assigned nurse, the contractor will assign a trained, licensed staff member to provide care for the student. Notification of the use of a temporary care provider should be given to MCPS at least 24 hours prior to date of care.

### 3.6.3 Transportation. Mileage

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

### 3.6.4 Billing

Invoicing to MCPS shall be monthly or as otherwise agreed in writing by MCPS. Invoices shall include hourly rate, school name, date, type of service provided and the student's name. Invoices shall be sent to the MCPS Department of Special Education Services, 850 Hungerford Dr., Room 230, Rockville, MD 20850. 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.

### 3.7 MCPS Project Contact:

The MCPS Project Contacts for this proposed procurement are:

Mr. Philip A. Lynch, Director  
Department of Special Education Services

Ms. Julie S. Hall, Director  
Division of Business, Fiscal and Information Systems  
850 Hungerford Drive, Room 225  
Rockville, Maryland 20850  
P: (240)-740-3850

Mrs. Shannon M. Farmer, Instructional Specialist Section 504  
Resolution and Compliance Unit  
850 Hungerford Drive, Room 208  
Rockville, Maryland 20850  
P: (240)-740-3230

## 4.0 CONTRACT TERM

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

prices, terms, and conditions for up to three (3) additional terms for one (1) year each. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the successful contractor(s) 90 days prior to the expiration of the original contract. The contractor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

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

**5.0 PRICING**

This contract shall be a firm fixed hourly rate contract based on 3.0 Scope of Services 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 references of 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 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 8.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the contractors' point-by-point response to this RFP. If the contractor responds only "Understand and comply," it is assumed that the contractor complies with MCPS' understanding of the requirement.
- 8.3 MCPS shall not be responsible nor be liable for any costs incurred by the contractor in the preparation and submission of their proposals and pricing.
- 8.4 A pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

## **9.0 MANDATORY SUBMISSIONS**

Each Contractor must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Contractors may request via e-mail to Mr. Caleb Young, Buyer, MCPS Procurement Unit, at [Caleb\\_Young@mcpsmd.org](mailto:Caleb_Young@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 flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on 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 April 29, 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 reserves the right to make an award without further discussion of the proposals received. MCPS also may negotiate with the one Contractor who submits the best proposal or with two or more Contractors who are in the competitive range. Therefore, it is important that the Contractor's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the Contractor's proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the Contractor's qualifications and expertise. MCPS urges the Contractor to be specific and brief in their responses.

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

**Complete Response must include:**

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

- Point-by-point Response to each section of the RFP
- The Contractor must describe staff employment procedures and how supervision of staff and quality of service will be monitored required in 3.1 Mandatory Services, 3.2 Staffing and 3.3 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 include copies of current licenses to practice nursing as a registered nurse or licensed practical nursing in the State of Maryland, for all staff who will be assigned to this project.
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 7.0 References.
- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding Respondent's financial condition).
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
- Current Form W-9
- A redacted copy of the Respondent's proposal as specified in Sections 10.0 and 11.0.

All of these written deliverables described above shall be submitted in electronic format (MS Word) with at least three (3) hard copies. Absent good cause, payment for the services provided by the External Consultant(s) shall be contingent upon meeting the mutually agreed-upon deadlines.

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

The selected provider(s) must have demonstrated experience in providing alternative programs for students to obtain a high school diploma (as defined in Section 3) in similar institutions (e.g., school districts, departments of education, etc.).

In determining the qualifications of a contractor, MCPS will consider the contractor's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the contractor's record providing such detailed programs/services

as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any contractor if the investigation discloses that the contractor, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the contractor to perform the work, and the contractor shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the contractor or investigation of such contractor fails to satisfy MCPS that such contractor is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services.

All Contractor's submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Contractors also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

**MCPS reserves the right to add or delete contractors, as needed, should our requirements change during the contract term.**

## **10.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL**

The proposal submitted in response to this request may contain technical data which the contractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that contractor marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages \_\_\_ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this contractor as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 11.0.

## 11.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Contractors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the contractor in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a contractor, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the contractor to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words “**confidential**” or “**proprietary**.” The contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the contractor must agree to defend and hold MCPS harmless if any information is inadvertently released. Each contractor must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

## 12.0 EVALUATION CRITERIA

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

MCPS reserves the right to convene a meeting with the top qualified Contractor(s) prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

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

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further.

- 12.1 The determination of those that are qualified, interested, and available, and MCPS’ choice of the best qualified will be based on the following criteria:

12.1.1. Completeness of Response

12.1.2. Contractor’s ability to provide described mandatory services and availability of staff.

12.1.3. Related past experience and qualifications

12.1.4. References

12.1.5. Contract's understanding of the scope of services as demonstrated by the response to the RFP.

12.1.6. Availability of contract professional staff.

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

### **13.0 SCHEDULE OF EVENTS**

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

**RFP issued: June 2**

**Questions Due: June 9**

**Responses Posted: June 14**

**Proposals Due: June 22**

**Anticipated award date: July/August 2022**

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

### **14.0 ADDENDA/ERRATA**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the "Vendor Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement> or contact the Procurement Unit at 240-740-7600 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.

### **15.0 eMARYLAND MARKETPLACE ADVANTAGE**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

### **16.0 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.

## 17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Mr. Caleb Young, Buyer, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to [Caleb\\_Young@mcpsmd.org](mailto:Caleb_Young@mcpsmd.org). Questions are due 4:00 p.m. on April 7, 2022. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on April 21, 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 contractor in response to a request will be furnished to all contractors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed contractors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

**Contact by contractors' with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response.** The MCPS Procurement website address is [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/).

## 18.0 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.

## 19.0 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.

## 20.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Contractor will ensure that all private duty nurses abide by the provisions of the MCPS General Contract Articles. Proposals must clearly identify any variances from or objections to the

specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14, 16-18, 21-24, 26, and 28 of the MCPS General Contract Articles are non-negotiable.**

#### **21.0 NOTICE TO BIDDERS**

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

(See Next Page)

**I. BIDDER INFORMATION:**

As appropriate, check and/or complete one of the items below.

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

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

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

1. Company Name \_\_\_\_\_
2. Address \_\_\_\_\_
3. Bid Representative's Name \_\_\_\_\_
4. Phone 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 \_\_\_\_\_