

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

Request for Proposal No. 4924.1

Organizational Assessment of the Department of Facilities Maintenance and Operations

1.0 INTENT

The purpose of this request for proposal (RFP) is to solicit qualified firms with experience in organizational assessments of facilities maintenance and operations in public entities. Montgomery County Public Schools (MCPS), Department of Facilities Management (DFM) is seeking proposals from firms to review and assess the current organizational structure and operational functions as well as levels of staffing. The firm in its final report will make recommendations that will enhance the organizational operations for current and future needs.

2.0 INTRODUCTION

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2019–2020 school year, MCPS serves more than 165,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2020 Operating Budget of approximately \$2.68 billion, MCPS employs more than 23,000 employees. Among the 206 schools that MCPS operates, 41 are National Blue-Ribbon schools. Five MCPS high schools rank in the top 200 of The Washington Post’s 2017 High School Challenge, and all 25 MCPS high schools appear on this list, which 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 are as follows:

MCPS, with its 208 schools, is the 14th largest school district in the country and the largest school system in Maryland. MCPS summary data from the 2019–2020 school year are presented below.

Number of students enrolled (as of September 30, 2019): 165,267 (representing 157 countries speaking more than 150 languages)

Student demographics:

Hispanic/Latino	32.4%
White	26.9%
Black or African American	21.4%
Asian	14.1%

Two or More Races	<5%
American Indian or Alaskan Native	<5%
Two or More Races	<5%
Students Receiving: ESOL Services	18.2%
Free and Reduced-price Meals	33.8%
Special Education Services	11.7%

The Department of Facilities Management (DFM) supports student success by providing high quality learning environments through:

- Capital planning and property asset management
- Design and construction
- Operations and maintenance, and
- Resource conservation and sustainability

In October 2020, a major organizational restructure began in the Department of Facilities Management (DFM). This reorganization included the merger of its two largest divisions into one cohesive unit, the Division of Maintenance and Operations (DMO). The Division of Maintenance and Operations with three regional maintenance support service centers and one central specialized service center that processes and responds to work order requests. The first phase of restructuring DMO, which encompasses leadership of the division, is being finalized. The next phase will entail examination of the hourly workforce within the division.

3.0 SCOPE OF SERVICES

Services to be performed by the firm include:

- Conduct a detailed examination of the Division of Maintenance and Operations organizational structure and functions.
- Assess the functional assignments and staffing levels required to perform current duties (span of control).
- Evaluate maintenance and operations initiatives, goals and objectives, and address alignments.
- Review operational functions and workflow processes including a review of job descriptions.
- Provide recommended compensation ranges for positions.
- Provide recommendations related to opportunities for operational efficiencies.

3.1 Deliverables

At the conclusion of the assessment, the consultant shall provide a summary of findings that effectively communicates the information and:

- Identify best practices and performance measures that should be adopted.
- Provide recommendations for streamlining procedures and processes for current and required functions.

- Identify staffing requirements, both current and future state
- Provide recommendations for enhancement of current job descriptions.
- Provide recommended compensation ranges for administrative and supervisory positions.
- Identify the cost impact of the report's recommendations.

A draft report with an executive summary shall be issued to the Director, Division of Maintenance and Operations. The document shall include the summary of findings and recommendations as identified in the Scope of Services. The report should provide sufficient information for policy decisions regarding operational and service options. Five (5) copies of the report will be required along with an electronic copy. Any other documentation prepared by the consultant shall be provided in electronic format.

4.0 CONTRACT TERM

The initial term of contract shall be for six (6) months 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 two (2) additional terms for six (6) months each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 30 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

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

5.0 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.

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

7.0 FORMAT OF RESPONSE

- 7.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 7.2 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 vendors' point-by-point response to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.
- 7.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.
- 7.4 A pricing proposal shall be submitted as a separate document.

8.0 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 Mrs. 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.

One (1) original and three (3) copies, as well as one (1) electronic version on CD or flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on CD

or flash drive of the redacted response must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on February 23, 2021. 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
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 6.0 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 Section 8.0.

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 11.0. 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 organizational development or assessment in facilities management, preferably in education (K-12 or higher education).

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 vendors, as needed, should our requirements change during the contract term.

9.0 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 12.0.

10.0 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.

11.0 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 12.0, 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.

11.1 The determination of those Offerors that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:

- a. The Offeror's demonstrated knowledge of and experience with school systems of comparable size and demographic characteristics; experience facilitating community meetings among diverse communities and stakeholders, including a wide range of engagement strategies; knowledge of and experience with boundary assignment processes including legal parameters; and experience with large scale, multi-variate data analysis.
- b. The Offeror's proposed approach to conducting this comprehensive boundary analysis.
- c. Qualifications, reputation, and experience of the Offeror relevant to the Scope of Services including specific experience in analysis of data, school boundary assignments, and facilitation of community engagement.
- d. The sufficiency of personnel and financial resources of the Offeror to perform the contract or provide the services.

- e. Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the Offeror as well as other relevant past performance information obtained from other sources known to MCPS.
- f. Pricing proposal and fee structure.

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

12.0 SCHEDULE OF EVENTS

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

RFP issued:	February 2, 2021
Questions Due:	February 11, 2021 by 4:00pm
Post Responses:	February 16, 2021
Proposals Due:	February 23, 2021 by 2:00pm
Potential Interviews:	February 26-March 5, 2021
Anticipated award date:	March 23, 2021

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

13.0 PRE- PROPOSAL CONFERENCE

Not applicable to this proposal.

14.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Mrs. Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to angela_s_mcintosh-davis@mcpsmd.org. Questions are due by 4:00 p.m. on February 11, 2021. Responses will be posted on the MCPS Procurement website on February 16, 2021. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a contractor in response to a request will be furnished to all contractors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed contractors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by contractors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The

MCPS Procurement website address is
www.montgomeryschoolsmd.org/departments/procurement/.

15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the contractor's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Contractors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

16.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

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

17.0 MULTI-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Awarded contractor(s) and this contract shall be binding only upon the **principal's signing** such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award contractor. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic

entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

18.0 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.

21.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid.

(See Next Page)

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. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Website _____

III. VENDOR'S CERTIFICATION:

Upon notification of award, this document in its entirety is the awarded vendor'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 _____