

Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

Request for Proposal #9462.1

Electrification of School Buses

1.0 Intent

The purpose of the Request for Proposals (RFP) is to obtain responses from responsible companies who have the experience, capability, equipment and services necessary to provide a turnkey budget neutral school bus electrification program for Montgomery County Public Schools (MCPS) diesel school bus fleet. This program will include providing the vehicles, charging infrastructure, operations management and all other necessary services to Montgomery County Public Schools (MCPS) Department of Transportation (DOT) in accordance with Terms, Conditions and Specifications stated herein. MCPS seeks proposals that will support the acceleration of this electrification effort using a bundle of financing and services.

2.0 Introduction

In addition to being the 14th largest school system in the United States, MCPS has the 7th largest school bus fleet in the United States, with more than 1,300 buses, served by five facilities at transportation depots strategically located throughout the county. Our around-the-clock maintenance ensures safe and dependable transportation for more than 160,000 students. MCPS fleet maintenance is a full-service repair unit that includes authorized warranty repair, body repair, and fuel distribution.

MCPS has been considering the transition of its existing and primarily diesel school bus fleet to all electric and zero emission vehicles for many years. However more recently, this transition is now possible as manufacturers roll out new all-electric products for pupil transportation with scale. Unlike other improvements MCPS DOT has made over the years, a complete conversion to electrification is a complex task and requires outside help. MCPS expects this transition will take place over many years, likely within the typical retirement and replacement cycles of the current bus fleet and utilize almost all of its existing staff.

The current replacement run rate is around 115 vehicles per year, which includes replacement of the fleet's full size and special education school buses. Total fleet is currently 1,378 school buses all together. These vehicles are spread among 5 bus depots across Montgomery County. Each depot has a full-service maintenance facility and fuel site. The average useful life of the vehicles is about 12 years. There are over 1,700 drivers and bus staff, 103 full time mechanics, and administrative staff.

3.0 Scope of Services

MCPS requests providers to deliver a budget neutral, fully Turn-key Electric School Bus Program, with possible multi-year contracts. The program shall include all planning, implementation, financing, training, management, and services necessary to convert MCPS's entire existing diesel school bus fleet, and associated five depots to electric. MCPS understands that an electric version of their current conventional Type C bus, used primarily for special education, is not yet available in the electric market. MCPS expects the buses mentioned above to be included in this project when a suitable platform becomes available. The provider will be required to select, implement, and operate charging stations; pay all project related upfront costs including but not limited to the vehicles and electric vehicle supply equipment (EVSE), all infrastructure required for the EVSE, and all other project costs; and deliver a robust vehicle charging and maintenance strategy that ensures vehicle uptime and guaranteed operating cost. Through this program, MCPS will continue to manage all aspects of dispatching, driving, and administration in-house, with additional collaboration on fleet maintenance and infrastructure operations with their comprehensive and experienced staff.

- a. **Equipment.** Provider shall own all equipment (e.g. vehicles and charging stations) and contract/ lease to MCPS for its use in pupil transportation activities.
- b. **Charging.** MCPS expects the Provider to offer multiple charging solutions and vehicle to grid (V2G) technology, i.e., solar, microgrid, traditional charging, etc. Provider shall design, engineer, install, commission, monitor, operate and maintain the Electric Vehicle Service Equipment (EVSE), in each case ethically and skillfully, in accordance with prudent industry practices in the state in which the Premises are located, and in compliance with all applicable rules, regulation and local building codes. For the avoidance of doubt, Provider shall manage all aspects of installation, interconnection, and commissioning of all EVSE equipment at the designated MCPS bus depots (see section F), schools, or other parking/charging locations. Provider shall pursue new and dedicated utility services with the electric utility companies. Provider shall manage, in partnership with MCPS, the charging of each vehicle on a daily basis, ensuring the charge is sufficient for each duty cycle. MCPS will give Provider reasonable access to each depot, school, or other parking/charging location for planning, construction, and operations.
- c. **Maintenance.** The Provider will be responsible for all significant maintenance costs associated with the equipment, although the existing MCPS maintenance staff can support certain vehicle maintenance. For the avoidance of doubt, the cost of all spare parts and labor shall be borne by the Provider, and included in the proposed scope of turn-key services. Provider shall also deliver a manufacturer's warranty covering all major vehicle components for a minimum of 10 years, or the equivalent mileage.
- d. **Training.** Provider shall be responsible for training essential MCPS operations, fleet maintenance, and leadership staff on various aspects of the program, which will be defined collaboratively between MCPS and the Provider at a later date. Also, the Provider shall be responsible for an annual onsite familiarization training for MCPS DOT's leadership team at the electric powertrain manufacturing facility, bus manufacturing facility, and the Provider's headquarters. All expenses are the responsibility of the Provider.

e. **Vehicle specifications.** See Attachment

f. **Bus depot specifications.**

Shady Grove

16651 Crabbs Branch Way
Rockville, Maryland 20855
Number of buses: 438

Bethesda

0901 Westlake Drive
Rockville 20852
Number of buses: 194

Clarksburg

13100 Shawnee Lane
Clarksburg 20871
Number of buses: 226

Randolph

1800 Randolph Road
Silver Spring 20902
Number of Buses: 228

West Farm

11920 Bournfield Way
Silver Spring 20904
Number of buses: 292

g. **Data/ Electrification Operations Management.** MCPS requires the provider to include a robust fleet charge management system and telematics software dashboard, preferably cloud-based, that can be collaboratively used by MCPS and the provider. MCPS shall have access to all data sources associated with this project. Also, MCPS strongly encourages building a system management structure that empowers MCPS essential staff to solve operational issues related to this project.

4.0 **Contract Term**

At this time, MCPS does not have a defined contract term for this project. That being said, MCPS understands the likely hood of awarding a multi-year contract to the awarded provider.

Once approved, the contract providing turn-key services described above, are expected to deliver vehicles to MCPS in July of 2021 capable of full and necessary operation by August 15, 2021. Each fleet of vehicles shall be provided in accordance with the scope of services outlined herein for a term of twelve years, beginning in the first year for each of the 3 fleets as stipulated in the RFP. For avoidance of doubt, for the vehicles delivered in July of 2021, the Offeror shall provide the scope of services for a 12-year term beginning in August 2021.

MCPS also requests that provider propose a framework for contract extensions beyond the initial 12-year term. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful provider 365 days prior to the expiration of the original contract. The provider will have 60 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

5.0 Award

Awards shall be made to one successful vendor. MCPS understands that the bundled solution may be subcontracted to various separate entities but retains the right to evaluate provider's overall experience, school systems, state and local governments, and business model as a means of delivering an effective, efficient, and streamlined solution for MCPS. Notwithstanding, MCPS reserves the right to make awards, or no award, according to the best interests of MCPS.

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 Pricing

MCPS fully intends the provider of this contract and its various services to bundle the services as it has been described, line item by line item. The offeror's pricing proposal shall be a firm-fixed-price contract for the bundle of services outlined in the scope and provided to MCPS by one entity. Provider shall disclose financial assumptions as part of the overall project pricing proposal, i.e., credits, tax incentives, VW settlement funding, MCPS budgetary funding, etc. Providers shall describe in detail how the pricing and assumptions will work together to make this plan budget neutral, or as close as possible, over the lifetime of the electric vehicles. Proposals shall detail pricing for depot-only parking/charging and combined depot, school, other parking/charging locations plans. Schools or other parking/charging locations should be assumed to have a capacity of no more than 10 school buses. For estimated pricing purposes, use Gaithersburg High School (101 Education Blvd, Gaithersburg, MD 20877) as the sample school. Please provide a price for each batch of 10 buses that is moved from a depot facility to a school, including all charging infrastructure build out, etc.

8.0 Project Contact

The MCPS project contact is:

Montgomery County Public Schools
Department of Transportation

Attn: Charles Ewald
 16651 Crabbs Branch Way
 Derwood, Maryland 20855
 Phone: 240-671-8063
 Email: Charles_d_ewald@mcpsmd.org

All prospective offerors are cautioned that information relating to the proposed procurement may be obtained only from Laly Bowers, CPPB, Buyer II, Procurement Unit, Department of Materials Management by email [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org). Any attempt to solicit information from other sources within the MCPS system may be cause for rejection of offeror's proposal.

9.0 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 _____		

10.0 Format of Response

- 10.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 10.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with 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.

- 10.3 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.
- 10.4 A pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

11.0 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 Laly_A_Bowers@mcpsmd.org a Microsoft Word version to help them in preparing the response.

One original and three copies, and one (1) redacted copy, 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 October 6, 2020. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
Attn: Laly Bowers, Buyer II
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.

12.0 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 9.0 References.
- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability and ability to perform all the contractual obligations. If appropriate, the Respondent may instead include a letter of financial support from an entity with verifiable financial wherewithal to complete the services required under this solicitation and a reasonable ability to guarantee the long-term performances under the contract.
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise
- Non-Debarment Acknowledgement
- Mid-Atlantic Purchasing Team Rider Clause
- Current Form W-9
- A redacted copy of the Respondent's proposal as specified in Sections 12.0 and 13.0.

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).

13.0 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.

14.0 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.

15.0 Sub-contracts

The Contractor shall be responsible for executing all subcontracts. Any sub-contract will be entered into by the vendor as an independent Contractor and not as a representative of MCPS. Contractor must obtain MCPS's written approval before subcontracting any services and MCPS reserves the right to reject Sub-Contractors' participation under any contract awarded.

16.0 Invoice/Payments

The Contractor shall be paid within 30 days after the submittal of an accurate invoice. Invoices shall be in duplicate. One copy shall be submitted to the Division of Comptroller, Accountspayable@mcpsmd.org.

MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard.

MCPS will no longer process check payments. To avoid payment delays all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to request ACH registration forms.

17.0 Applicable Laws and Permits

The Contractor is responsible for obtaining any and all permits required to fulfill this contract and shall comply with all laws, ordinance, rules and regulations of the jurisdictions in which the work may be performed.

18.0 Supplier Requirements

The following requirements are part of the evaluation criteria and will be used to make a recommendation for award by the evaluation committee. In all cases, vendors should provide sufficient information for staff to make a sound judgment and recommendation.

The vendor's proposal shall explain in detail how they propose to complete each of the tasks outlined in the solicitation requirements. The response to the proposal shall be in the same order as the RFP and each task shall be addressed.

Vendor's proposals shall provide sufficient data to allow MCPS staff to make a professional judgment that the offeror response meets the criteria described in the solicitation.

Financial and operational ability to perform all obligations and guarantee long term performances under the contract.

Contractors must provide company's full name, address, and telephone number, type of organization (i.e. sole proprietorship, partnership, and corporation). Include name of subsidiary and/or parent organization, if applicable. Current company W9 shall be submitted with the response.

The proposal shall include a brief narrative history of the business and business its operations.

19.0 Pre-Proposal Visits

A pre-proposal conference will not be held and prospective offerors are permitted to request a visit to review the school bus depots identified to receive the electric school buses. Since the offeror will be asked to complete the electrification of each bus depot, and possibly some schools or other parking/charging locations, as well as the installation and interconnection of each charging station, depot and sample school visits will be available upon request, if required. Prospective offerors are encouraged to submit all other questions in writing to obtain clarification of the RFP in the preparation of Proposals. Questions are due on August 31, 2020, close of business 4:00 P.M. and responses to questions will be made by close of business on September 7, 2020. MCPS retains the right to make all Q&A responses public content for other bidders, however provided each bidders identity is kept anonymous.

20.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace 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.

21.0 Submission Guidelines

The response shall address each RFP specification. Vendors may request a word version of the solicitation via e-mail to Mrs. Laly Bowers, Buyer II in the Procurement Unit at [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) or Procurement@mcpsmd.org to use in preparing their response.

One (1) original, three (2) copies, and one (1) redacted copy must be sent by mail, courier, or hand-delivery. No faxes of proposals will be accepted.

The redacted copy shall specifically identify confidential business information or technical data which the bidder or his subcontractor 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 if a contract is awarded to this bidder 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.

Proposals are to be received no later than 2:00 P.M., on October 6, 2020. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
Attn: Laly Bowers, Buyer II
45 W. Gude Drive, Suite 3100
Rockville, MD 20850

MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also reserves the right to ask clarifying questions about submitted proposals. Should proposals submitted require additional clarification and/or supplementary information, Applicants should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested. It is understood that your proposal will become part of MCPS' file on this matter without obligation to MCPS.

21.1 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.

21.2 The offeror's pricing proposal shall be a firm fixed price.

21.3 Exceptions or exclusions from the requirements or specifications listed in this procurement must be conspicuously list in one section of the response.

22.0 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 required 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 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 Bidder(s) and this contract shall be binding only upon the principals 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 Bidder. 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.

23.0 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 Schedule of Events. Only proposals received by the deadline will be considered.

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.

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

23.1.1. Completeness of Response

23.1.2. Related past experience and qualifications

23.1.3. References

23.1.4. Contractor's understanding of the scope of services as demonstrated by the response to meet MCPS requirements.

23.1.5 Reasonableness and feasibility of the Contractor's proposed detailed work plan and implementation schedule

23.1.6. Availability of contractor's professional staff to meet timeline for contract execution.

23.1.7 Cost

A selection committee comprised of MCPS staff will evaluate proposals based on these criteria.

24.0 Schedule of Events

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

RFP issued:	August 31, 2020
Questions due:	September 11, 2020
Responses to questions:	September 18, 2020
Proposals Due:	October 6, 2020
Anticipated award date:	December 3, 2020

Questions to this RFP shall be emailed to Laly_A_Bowers@mcpsmd.org responses will be given to all participants.

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

25.0 Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the vendor's responsibility to check eMarylandmarketplace.com, the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> under "Event Calendar" or contact the Procurement Unit at 301-279-3637, to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a response being deemed non-responsive.

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.

26.0 Inquiries

Inquiries regarding this solicitation must be e-mailed to Mrs. Laly Bowers CPPB, Buyer II, at Laly_A_Bowers@mcpsmd.org four days prior to the due date for receipt of RFP responses, in order to receive a reply prior to submitting their response. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

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

28.0 Protests Procedures

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.

29.0 Contract

MCPS plans to enter a contractual agreement with one respondent to whom the award is made and intends to make MCPS General Contract Articles (Appendix A), attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General 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 5-6, 12-18, 21-22, and 26 of the MCPS General Contract Articles are non-negotiable.**

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

III. SLMBE, (Small Local and Minority Business Enterprise)

The offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- African American Asian American Hispanic Native American
 Female Disabled None

IV. NON-DEBARMENT ACKNOWLEDGEMENT:

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

V. 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
- B. 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.
- C. I hereby certify that I am authorized to sign for the bidder. I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____