

April 20, 2021

301-279-3555

RFQ Number: 4291.4
Due Date: May 17, 2021
Open Time: 2:00 p.m.

To: Prospective Respondents:

Montgomery County Public Schools (MCPS), Department of Special Education Services, and the Office of Teaching, Learning and Schools' intent is to prequalify one or more high-quality service providers (Contractors) to provide interpreting services to students, staff and parents who are deaf or hard of hearing.

A pre-proposal conference will be held on May 6, 2021 from 1:00pm – 2:00pm via WebEx. All information to connect to the virtual pre-proposal conference is available within the RFP document. Questions regarding the RFP must be submitted by the close of business, 4:00 p.m., on April 28, 2021. Responses will be posted on the MCPS' Procurement website on May 5, 2021.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on May 17, 2021. Submissions received after this date and time will not be considered. Submittals shall be delivered in a sealed opaque envelope with the RFQ number, opening date and opening time indicated in the lower left corner of the envelope. Submissions shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one (1) original, one (1) redacted copy, one (1) electronic version on flash drive and three (3) separate copies of the proposal. The submission must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Team Leader
Procurement Unit

AMD
Enclosure

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

**Request for Proposal #4291.4
Interpreting Services for Deaf/Hard of Hearing Individuals**

1.0 INTENT

Montgomery County Public Schools (MCPS), Department of Special Education Services, and the Office of Teaching, Learning and Schools' intent is to prequalify one or more high-quality service providers (Contractors) to provide interpreting services to students, staff and parents who are deaf or hard of hearing.

MCPS reserves the right to add Contractors throughout the contract term should MCPS determine, in its sole discretion, that there be a need for additional services not available from the awarded Contractors.

2.0 BACKGROUND

Interpreting Services are defined as related services in Public Law 94-142, Education For All Handicapped Children Act of 1975, reauthorized as P.L. 101-476. Individuals with Disabilities Education Act in 1990. Federal law mandates these services are available as "may be required to assist a handicapped child to benefit from special education." Related services are also defined in state law, Code of Maryland Regulations. In MCPS, assessing the need for interpreting services is conducted by the educational team responsible for developing and implementing an Individualized Education Plan (IEP) in conjunction with the Office of Interpreting Services.

The majority of interpreting services for students is regularly addressed by MCPS staff interpreters. However, situations occur where contractual service is necessary to address the interpreting needs that exceed MCPS staff availability.

For adult interpreting services, The Rehabilitation Act of 1973, as amended, requires public agencies to provide reasonable accommodations to qualified employees or applicants with disabilities. For MCPS employees or applicants who are deaf or hard of hearing, interpreting services must be provided on an occasional or on-going basis. For parents who are deaf or hard of hearing, interpreting services must be provided upon request for access to school-related activities.

3.0 SCOPE OF SERVICES

The purpose of this contract is to provide interpreting services to MCPS students, staff and parents who are deaf or hard of hearing for varying lengths of time.

Interpreting services may be provided to an individual or group depending on client need or setting.

3.1 MANDATORY SERVICES/SKILLS

- Ability to sign to voice
- Ability to voice to sign

- Ability to sign and interpret in legal and confidential environments
- Knowledge of school-related and academic vocabulary
- Ability to navigate virtual interpreting platforms
- For Cued Language Transliterators: ability to demonstrate high degree of skill in a variety of school-related environments
 - Interpret telephone calls
- Interpret interactions between employees and office staff
- Interpret school-wide events including student theatrical events, concerts, orientations and graduations
- Ability to travel to a variety of locations within Montgomery County
- Must arrive at least 15 minutes prior to the start of the assignment
- Must remain at the job for the standard waiting time of 20 min/each hour in the event the client does not show up
- Must wear appropriate attire to all assignments
- Must follow Registry of Interpreters for the Deaf (RID) and/or Cued Language Transliterators (CLT) Code of Conduct in all settings
- Preferred certification: RID, NAD, EIPA 4-5 and/or CLTNCE

3.2 STAFFING

The Contractor shall enter into an agreement in which they will recruit, screen and present qualified Contract Employees who will provide sign language interpreting services to MCPS.

1. Certification or state license is not required, but is preferred.
2. MCPS has the right to reject any staff offered by the Contractor or to request replacement of any person determined to be unacceptable.
3. No MCPS full or part-time staff may be employed in the performance of this contract.
4. The Contractor shall include in their response to MCPS current profiles for each interpreter consisting of a resume, two work references, and a criminal background check. Each interpreter's skill level will be screened by the agency. If personnel changes are made at any time during the contract term MCPS must be notified to approve the change before services are provided.

4.0 CONTRACTOR RESPONSIBILITIES

1. The Contractor must report changes in staff to the Office of Interpreting Services (OIS) two weeks prior to any changes in service.
2. The Contractor shall provide OIS with copies of resumes and any proof of certification as applicable.
3. The Contractor must have flexibility for adding and withdrawing interpreter assignments with 48-hour notice.
4. The Contractor must notify OIS in the event a client does not show up.
5. All interpreters will strictly adhere to the Code of Ethics adopted by the Registry of Interpreters of the Deaf. All interpreters will be dressed in appropriate apparel consistent with standards of business, and will present and function as professionals. Subcontractors may be used by the

Contractor, if they fulfill the stated specifications and the Contractor agrees to maintain the agreed upon hourly rate with MCPS.

6. All interpreters are to arrive at least 15 minutes prior to an event. If an interpreter does not arrive by the starting time of the event, the Contractor will be charged a penalty of \$25.00. This penalty will be deducted from the invoice.

7. In the event that the assigned interpreter is unable to attend a scheduled event the Contractor shall provide a qualified substitute, as scheduled.

8. Independent Contractors must notify the MCPS OIS no less than three (3) hours prior to a scheduled event during a normal school day or by 4:00 p.m. for an evening event should there be a substitute interpreter assigned. MCPS must approve this recommendation.

5.0 PLACE OF PERFORMANCE

Services will be provided at MCPS sites and various locations within Montgomery County or outside the county for student theatrical events, concerts, orientations, graduations, etc., as needed.

6.0 CALENDAR

Contracted staff will observe the MCPS calendar. Staff will not report hours for school calendar holidays. The MCPS school calendar will be provided to the awarded prequalified Contractors.

All assignments that are cancelled by MCPS less than 48 hours (consecutive hours) prior to the scheduled job or event will be billable.

In the event of weather-related or emergency cancellations and closures only the first 24 hours of interpreting services will be billable and the consecutive days to follow are non-billable.

Generally, jobs requiring 2 hours or more will be assigned a team of 2 interpreters. However, depending upon the intensity of the job requirement MCPS OIS has the discretion to change this requirement.

7.0 SPECIAL CONSIDERATIONS

A. Damages

All claims of damage relating to contractual service are the total responsibility of the contracted agency, which shall hold harmless MCPS, MSDE, and any other governmental agency and its assigns.

B. Transportation/Mileage

1. Mileage will be paid at the standard current IRS rate home to a site(s) and a site(s) to home.
2. All mileage will be capped at 50 miles roundtrip.
3. Tolls, parking, metro fares, or any variations of taxis will not be reimbursed.

C. Billing

Invoicing may be done via the MCPS OIS website or a hard copy may be sent to MCPS OIS, Attn: Ms. Selma Patillo Simms, Coordinator, Office of Interpreting Services, English Manor, 4511 Bestor Drive, Rockville, 20853. Invoicing shall be bi-monthly, with dates ranging from the first to the fifteenth of the month, and then, from the sixteenth to the end of the month. The invoice shall include the date, times, name of the client, name of interpreter, type of event, hourly rate, number of hours, and mileage per event. At the end of the school year invoices must be submitted by June 15th in order to be paid for the services rendered during that fiscal school year. We will not pay invoices over a year old.

MCPS will not pay for a no-show and a penalty of \$25 will be deducted from an invoice for a late arrival, see 4.0, Contractor Responsibilities. MCPS will not pay for an interpreter who arrives for a job and must be turned away due to not meeting all of the vendor obligations related to safety and security outlined in 21.0, specifically section II.

8.0 CONTRACT TERM

The term of contract shall be for one (1) year as stipulated in the RFP. However, the contract may not begin until one day after approval by the 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 one (1) year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) shall have ten 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 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.

9.0 PROVISION FOR PRICE ADJUSTMENT

Price increases on service labor rate will not be considered for the first year of the contract. Thereafter, the successful vendor must submit a written request for price relief. The request for a price increase on the service shall include documentation to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the successful vendors.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any services requested prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

10.0 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.

11.0 PROJECT CONTACT

The MCPS project contact for this proposed procurement is:

Montgomery County Public Schools
Division of PreK, Special Programs, and Related Services
Programs for Students who are Deaf and Hard of Hearing
Office of Interpreting Services
Attn: Ms. Selma Patillo Simms, Coordinator
Office of Interpreting Services
English Manor
4511 Bestor Drive
Rockville, MD 20853
240-740-1800

12.0 REFERENCES

Contractors are required to provide three (3) references. The references shall have company name, contact person, address and phone number of two (2) current customers for which a contract for similar services have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named your proposal may not be considered.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1. _____			
Email: _____			
2. _____			
Email: _____			
3. _____			
Email: _____			

13.0 PRICING

This contract shall be a firm fixed hourly rate contract based on 3.0 Scope of Services and 3.1 Mandatory Services/Skills. There will be no differential rates for evening/weekend assignments.

14.0 MANDATORY SUBMISSIONS

Each offeror 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. Offerors may request via e-mail to Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit at Angela_S_McIntosh-Davis@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies as well as one (1) electronic version on CD or flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on Monday, May 17, 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 may also negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range. Therefore, it is important that the offeror'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 offeror'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 offeror's qualifications and expertise. MCPS urges the offeror to be specific and brief in their responses.

Offerors must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

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

Failure to include the following required submissions may render the proposal non-responsive.

- Point-by-Point/Response to each section of the RFP.
- Pricing

- The Offeror must describe staff employment procedures and how supervision of staff and quality of service will be monitored as outlined in 3.0, Scope of Work, 3.1 Mandatory Services/Skills, 3.2, Staffing and 4.0 Contractor Responsibilities.
- The Offeror must include complete resumes of qualifications and experience and licenses of 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.
- 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
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- A redacted copy of offeror's proposal as specified in Sections 15.0 and 16.0.

15.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the offeror 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 offeror 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 offeror 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 16.0.

16.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors 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 offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or

financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror 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 offeror 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 offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

17.0 SCHEDULE OF EVENTS

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

RFP issued:	April 20, 2021
Questions due:	April 28, 2021, 4:00 p.m.
Pre-Proposal conference:	May 6, 2021, 1:00 p.m.
Proposals due:	May 17, 2021, 2:00 p.m.
Anticipated award date:	June 29, 2021 Board Meeting

The successful Offeror will be expected to be ready to start immediately upon award of the contract.

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

18.0 VIRTUAL PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference for prospective offers will be held on May 6, 2021 from 1:00 – 2:00 p.m. You may access the pre-proposal conference at the following WebEx link:

Join from the meeting link

<https://mcps.webex.com/mcps/j.php?MTID=m6853b7d69b001869f7d24bbda21b0870>

Join by meeting number

Meeting number (access code): 185 477 7846

Meeting password: mUJh8QBcj72

Tap to join from a mobile device (attendees only)

+1-650-479-3208, 1854777846## Call-in toll number (US/Canada)

Join by phone

1-650-479-3208 Call-in toll number (US/Canada)

Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by the close of business April 28, 2021 so that responses can be prepared for distribution at the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective Offerors the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

Contractors shall provide the names of the persons who will attend the pre-bid conference. Please send no more than two representatives. Send the names to Tammy Lyles at via e-mail, tammy_m_jarman@mcpsmd.org no later than May 3, 2021. This meeting will be recorded and posted thereafter.

19.0 EVALUATION CRITERIA

The Contractor's understanding of the requirements as determined by the:

1. Completeness of Response
2. Contractor's ability to provide described mandatory services, and availability of staff.
3. Related past experience and qualifications.
4. References.
5. Contractor's understanding of the scope of services as demonstrated by the response to the RFP.
6. Availability of contracting professional staff.

MCPS reserves the right to accept or reject any or all proposals received, and to negotiate the terms of any proposed contract with the most qualified vendors. MCPS reserves the right to delay the contract or cancel the procurement.

20.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website, under "Event Calendar" or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive. MCPS website is <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx>

21.0 CONTRACTOR OBLIGATION

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access

to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation.

Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

II. Required criminal background check process for certain individuals in the contractor's workforce:

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term “work-force” in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by any Maryland State approved fingerprinting agency. Individuals fingerprinted to undergo a background check will be required to provide written consent. MCPS will maintain copies of all records for criminal

background checks. A list of Maryland State approved fingerprinting agencies can be found on the Procurement Unit website at:

<https://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

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 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.

24.0 INQUIRES

Inquiries regarding this solicitation must be submitted in writing to Mrs. Tammy Lyles, Buyer Assistant II, MCPS Procurement Unit, via e-mail to tammy_m_jarman@mcpsmd.org. Questions are due 4:00 p.m. on April 28, 2021. Responses will be posted on MCPS' Procurement website on May 3, 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 an Offeror in response to a request will be furnished to all Offerors 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 Offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Offerors 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. In addition, MCPS expects all Offerors to review and assure compliance throughout the RFP process with Board Policy BBB, Ethics, and MCPS Regulation GCA-RA, Employee Conflict of Interest.

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

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

26.0 BID PROTESTS

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

27.0 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. 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, 28, and 29 of the MCPS General Contract Articles are non-negotiable.**

As a note of clarification, Article 19 of the MCPS General Contract Articles applies to any products or services that the Respondent develops specifically for MCPS pursuant to this RFP, not to the Respondent's existing off-the-shelf products and services. MCPS understands and acknowledges that the Respondent retains all intellectual property rights to its existing off-the-shelf products and services and that MCPS will be granted licenses to utilize such products and services.

In addition, with regard to Article 8.D. 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 Respondent shall not assess MCPS with any additional charge, fee, or price for the use of these electronic payment methods.

28.0 NOTICE TO OFFERORS

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.

(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. 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 _____