

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

Request for Proposal No. 4932.1,
Provider for Tutoring Services
for Students in Grades K–12 in English Language Arts and Mathematics

1.0 INTENT

The purpose of this Request for Proposal (RFP) is to solicit one or more established providers to deliver researched and evidence-based high-dosage tutoring services in alignment with the English Language Arts (ELA) and mathematics curricula and in additional content areas, if available, for students in Grades Kindergarten through Grade 12 within Montgomery County Public Schools (MCPS). MCPS is seeking providers who utilize best practices to maximize student engagement, address learning recovery, and accelerate learning to support students in achieving grade level standards.

Information on MCPS Curriculum Implementation may be found at:

K-8: <https://www.montgomeryschoolsmd.org/curriculum/curriculum-implementation.aspx>

HS ELA: <https://www.montgomeryschoolsmd.org/curriculum/english/high/>

HS Mathematics: <https://www.montgomeryschoolsmd.org/curriculum/math/>

MCPS is also seeking providers who understand the importance of relationship building, equitable practices, flexibility in scheduling, communication with all internal and external stakeholders, fostering habits of mind (i.e., perseverance and rigor, integrating and connecting all concepts, etc.), and working with diverse populations (i.e., multilingual learners, students receiving special education services, etc.) when providing high-dosage tutoring services.

2.0 BACKGROUND

MCPS, like many school systems across the nation, responded to the unprecedented COVID-19 pandemic by closing school buildings and shifting to a virtual instruction model. This model was the primary mode of instruction from March 2019 - June 2021. Some MCPS students began to return to school sites this past spring for a few days a week, but maintained the virtual instruction model on other days. Different grade levels and student groups returned in a tiered manner, with some grade levels returning sooner than others. All students had the choice to remain 100% virtual, and the majority of students in many communities chose to do so. In response to anticipated learning gaps MCPS implemented a robust K-12 summer school program with over 50,000 students engaged in both virtual and in-person learning recovery and enrichment opportunities. These anticipated learning gaps are most pronounced for students with disabilities and English Language Learners. In addition, many students and their families have endured significant hardship and emotional trauma as a result of the pandemic. When students face these challenges,

it inevitably affects their ability to be academically present for learning. MCPS is putting into place many different supports for students upon their return to school, including a robust tutoring system that will support both their social-emotional and academic needs.

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 2020-2021 school year, MCPS served more than 160,000 students. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,000 employees. Among the 209 schools that MCPS operates, 39 are National Blue Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post's* 2021 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2020–2021 were as follows:

White: 25.8%
Hispanic/Latino: 32.7%
Black or African American: 21.7%
Asian: 14.2%
Two or more races: ≤ 5.0%
American Indian or Alaskan Native: ≤5.0%
Native Hawaiian or other Pacific Islander: ≤5.0%
Students receiving Free and Reduced-price Meals System (FARMS): 38.7%
Students ever receiving FARMS: 46.0%
English for Speakers of Other Languages (ESOL): 16.4%
Students receiving special education services: 12.5%

3.0 SCOPE OF SERVICES

The following list of requirements, although extensive, is not exhaustive and is intended to provide interested Respondents with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential information. Proposals should address the entire scope of services requested. In addition, proposals should demonstrate the ability to provide services to Kindergarten through Grade 12 students in English Language Arts, Mathematics, and if available, additional content areas.

In this RFP, the Scope of Work will include, but is not limited to: training, scheduling, supervising, evaluating and retaining quality instructors; ensuring successful delivery of tutoring services to students; collecting, compiling and monitoring student attendance and performance data; and taking direct responsibility for ensuring efficient and effective day-to-day project operations. Services may occur before, during, or after school with preferred delivery in-person but with flexibility for synchronous opportunities as well. Providers will:

Provide Instructors

- Recruit, hire, and train instructors who exhibit strong communication, interpersonal, and organizational skills with appropriate depth of content knowledge for the offered courses.

- Instructors may include community members, high school and college students.
- Assign instructors to grade level and content as appropriate to their skill set and content knowledge.
 - Mobilize trained instructors to provide appropriate and effective on-site and online academic support in coordination with students, parents and/or teachers.
 - Prepare and distribute related student support materials, electronic and hardcopies, if needed.
 - Plan and deliver professional learning on instructional best practices, academic alignment to MCPS curricula, equitable strategies to meet the needs of diverse student populations, including special education students and ESOL students, and effective instructional models for both face to face and virtual learning.

Deliver Instruction

- Collaborate with MCPS personnel, families, community-based organizations and other agencies as appropriate to meet students' instructional and social emotional learning needs.
- Communicate with families around instructional needs, instructional progress, and necessary logistics such as scheduling while being mindful of diverse family structures and cultural backgrounds.
- Utilize MCPS aligned technology devices and platforms, such as: Chromebooks, laptops, Zoom, Google suite, assigned software and similar equipment.
- Provide specially designed instruction to students with educational disabilities in order for them to access curriculum and instruction. This may include supplemental aids and services indicated on their individual education plan (IEP).
- Prioritize oral language production for Multilingual Learners with a focus on academic language development, utilizing English Language Development practices grounded in a knowledge of the 2020 WIDA Framework.

Monitor Services

- Monitor and evaluate the performance of instructors; recommend transfers, reassignment and when needed, the termination of instructors; and ensure instructors' understanding and compliance with MCPS policies, procedures, requirements and objectives.
- Monitor and evaluate the program for effectiveness and operational efficiency through the use of data and measurable outcomes; assist in the development and implementation of program services, standards, and procedures designed to enhance educational effectiveness and operational efficiency.
- Prepare and maintain a variety of data records and reports including, but not limited to: program service delivery and outcomes; student attendance and engagement; student and instructor data including student academic performance and well-being data in order to provide financial and grant reports.

Coordinate Operations

- Organize and coordinate day-to-day operations, both for virtual and on-site instruction
- Communicate with all instructors and partners with timely information, resources, and other supports as needed.
- Coordinate operations and activities to provide a safe learning environment for students; assure that sites used for face to face support and activities comply with established laws, codes, rules and regulations.
- Organize, direct and participate in the observation of student learning behavior during program hours in accordance with established policies and procedures; assure proper and

timely resolution of student behavior issues; oversee student attendance functions and maintain related records.

Respondents may submit responses for either ELA curriculum or Mathematics tutoring services, or for both. Respondents may submit responses for all grade levels or for specific grade levels (elementary, middle, high, or any combination). Respondents should note whether tutoring services for additional content areas are available.

MCPS reserves the right to award contracts to multiple providers.

4.0 CONTRACT TERM

The initial term of contract shall be for one year, subject to the provisions of the MCPS General Contract Articles; however, the contract may not begin until one day after approval by the Board 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 additional terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Respondent(s) 90 days prior to the expiration of the original contract. The Respondent(s) 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 Offerors shall include a list of a minimum of five references who use the Offeror'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 within the last three (3) years. Include name of client, contact person, e-mail address and phone number of all references. Also, as an attachment, Offerors 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 shortlisted Offerors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

<u>Company Name and Address</u>	<u>Contact Person</u>	<u>Phone#</u>
1. _____		

Email _____

2. _____

Email _____

3. _____

Email _____

4. _____

Email _____

5. _____

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 Respondents 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 Respondent's point-by-point response to this RFP. If the Respondent responds only "Understand and comply," it is assumed that the Respondent 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 outlining content, timeline for implementation, training, professional development, etc.

8.0 MANDATORY SUBMISSIONS

Each Offeror must submit a complete proposal including all required information and attachments, do not include sample materials at the time of submission, see 3.8 Sample Material Delivery Process for detail. 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 Mrs. Tammy Lyles, Buyer Assistant II, Procurement Unit, at tammy_m_jarman@mcpsmd.org a Microsoft Word version to help them in preparing the response.

One (1) original and five (5) 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 August 10, 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 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.

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

8.1 Complete Response must include:

- Point-by-point Response to each section of the RFP, including but not limited to each subsection and bulleted list in Section 3.0.
- Pricing Proposal shall be a firm rate based on 3.0 Scope of Work and related subsections.
- References, See 6.0 References
- List of all current school district clients, 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
- Current Form W-9
- A list of any allowable variances from, or objections to, this RFP or the terms and

conditions of the MCPS General Contract Articles, as well as a justification for any such variances or objections (a list of non-negotiable terms and conditions are provided in Section 20.0 of this RFP).

- A redacted copy of the Respondent's proposal as specified in Sections 9.0 and 10.0.

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this RFP 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 ("MPIA"), 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 Section 10.0.

10.0 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 MPIA, 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.

11.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors 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 Offeror(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 Offerors 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, Offerors 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 that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:

- 11.1.1 Completeness of response.
- 11.1.2 Ability to perform and meet MCPS' needs (based on the criteria set forth in this RFP, including but not limited to Section 3.0, Scope of Services).
- 11.1.3 Qualifications, reputation, and experience of the Respondent relevant to the Scope of Services including specific experience in providing products and services to school districts of similar size, including the bidder's knowledge of best practices, educational research, and ability to respond to findings of the external curriculum review.
- 11.1.4 Qualifications, reputation, and experience of key staff that will be responsible for this contract.
- 11.1.5 Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the bidder as well as other relevant past performance information obtained from other sources known to MCPS.
- 11.1.6 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: July 20, 2021

Questions Due: July 27, 2021

Proposals Due: August 10, 2021 by 2:00p.m.

Anticipated award date: August 24, 2021

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

13.0 PRE-PROPOSAL CONFERENCE

Not applicable to this RFP

14.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the Offeror's responsibility to check the MCPS website under "Open Solicitations" <http://procurement.montgomeryschoolsmd.org/home/Bids> 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. Offerors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

15.0 eMARYLAND MARKETPLACE ADVANTAGE (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 www.eMarylandMarketplace.com, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

16.0 MULTIAGENCY 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 also will 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 Offeror(s) and this contract shall be binding only upon the appropriate approved signature of 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 Offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Mrs. Tammy Lyles, Buyer Assistant II, MCPS Procurement Unit, via e-mail to tammy_m_lyles@mcpsmd.org. Questions are due 4:00 p.m. on July 27, 2021. Responses will be posted on MCPS’ Procurement website on August 2, 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/.

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 Offeror'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. 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.

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. 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.

21.0 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. OFFEROR 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. OFFEROR'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number/Extension _____
- 5. Email Address _____
- 6. Website _____

III. OFFEROR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded Offeror'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 _____