



Talbot County Public Schools

REQUEST FOR PROPOSAL

TALBOT COUNTY PUBLIC SCHOOLS RFP #24-0325

CONSULTANT SERVICES - STRATEGIC PLAN

PROPOSAL DUE DATE: April 29, 2024

**ISSUED BY: Sharon Pepukayi, Ed.D., Superintendent and Debbie Gardner,
Director of Communications**

**Talbot County Public Schools
12 Magnolia Street
Easton, MD 21601**

Issue Date: March 25, 2024

**Minority Businesses and Enterprises are Encouraged to Respond to This
Solicitation**

Date of Issue: March 25, 2024 24-0325 Consultant Services – Strategic Plan

Buyer : Debbie Gardner **Phone/email:** 410-822-0330, SuperintendentRFP@talbotschools.org

Proposal Due Date: Proposals are due no later than April 29, 2024, at 3:00 p.m. ET at Talbot County Education Center. The opening is NOT public. A pre-proposal conference is scheduled for April 4, 2024 at 12:30 p.m. ET. The pre-proposal conference will be held remotely via Zoom. The link for the meeting is available in Section I, Subsection 5 of the RFP, General Information.

NOTE: MINORITY & SMALL BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS RFP.

This Proposal must be signed by a person with legal authority to bind the company to the terms of the RFP and proposal. The signature on this page constitutes your acceptance of the terms and conditions contained in the RFP.

It shall be clearly understood that unless otherwise indicated, when this page is executed by an authorized officer of Talbot County Public Schools (TCPS), these specifications, terms and general conditions, and price proposal shall become a legally binding Contract between the successful offeror and TCPS.

Name of Offeror: _____

Address: _____

Phone: _____

Fax: _____

e-mail _____

Federal ID or Social Security Number: _____ Payment Terms: _____

MDOT MBE Cert. #, if any _____ DGS Small Business Cert.#, if any: _____

Web Address: _____ MD Dept. of Assess. & Taxation # _____

Date Proposal Submitted: _____ Signature of Offeror: _____

Printed/Typed Name and Title: _____

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Section I: GENERAL INFORMATION

1. GENERAL

The TCPS Leadership Team’s commitment to students, families, and staff will include a new Strategic Plan, centered around four key areas:

- Academic Equity and Achievement in Mathematics
- Fostering an Engaging Environment for All Students and Staff
- Recruitment, Retention, and Promotion of a Highly Qualified and Diverse Staff
- Embracing the Expectations of the Blueprint for Maryland’s Future

This Request for Proposals (RFP) is soliciting proposals from educational consulting firms with extensive experience in facilitating the development and execution of strategic plans for public school districts.

The schedule of the selection process is as follows:

Issuance of RFP	March 25, 2024
Pre-proposal Meeting	April 5, 2024
Proposals Are Due to TCPS	April 29, 2024
Review of Proposals and Discussions, if any	April 30, 2024, through May 31, 2024
Recommend Contract Award to Board	June 12, 2024

Services shall be performed in accordance with the scope of work, Request for Proposal (RFP) terms, and attachments. The contract awarded shall be a firm, fixed-price contract.

The named buyer is the only person authorized to answer questions regarding this RFP. Offerors should not rely on information obtained from any source other than the buyer. It is the responsibility of offerors to check for addenda on the TCPS web page (<https://tcps.k12.md.us/admin-services/notices-and-rfps/>) before the proposal due date.

Offerors are responsible for understanding this solicitation. To that end, prospective offerors may submit questions to the TCPS Buyer named above.

- Questions must be in writing and submitted via hard copy or email.
- Questions must be received by the Buyer ten days prior to the proposal due date. Questions received after this date will be answered only if time permits.
- The Buyer will post a written summary of responses to timely-received questions to all prospective offerors known to have received a copy of this RFP on the TCPS website as an addendum(s) to the RFP.
- Oral communications are not binding.

A pre-proposal conference will be held virtually at 12:30 p.m. Eastern Time on April 4, 2024 at the link below.

<https://talbotschools.zoom.us/j/82461150792?pwd=dfTAAkOvj9PAbS01QQu4dMPDrW3nhe.1>

Attendance is strongly recommended as attendance will facilitate your proposal preparation. TCPS is not responsible for communicating to offerors any information that may be discussed during the conference. However, if TCPS makes changes to the RFP as a result of the meeting, amendments will be posted on the TCPS website.

2. BACKGROUND

Talbot County Public Schools is a highly driven team of educators dedicated to meeting the learning needs of all children enrolled in our eight schools across the county. We serve a diverse population of more than 4,500 students in grades pre-kindergarten through 12. The staff is committed to providing the instruction, skills, support and guidance to enable our students to graduate college and career ready. We leverage innovation, inspiration and compassion to empower students to realize their full intellectual potential. It is through collaboration with our community that we succeed, as partnerships with generous businesses, organizations, and individuals are critical to our ability to serve our students and families.

We also recognize that student achievement is not all about academics. Through services such as school counseling, food and nutrition, safety and security, and facilities maintenance operations, TCPS seeks to give our students a supportive environment that promotes wellness, safety, and success.

Additionally, TCPS is committed to fostering an environment that is engaging to all students and staff through focused instruction and professional development grounded in our Diversity, Equity, and Inclusion initiative.

Additional information about TCPS can be found on its website at www.talbotschools.org.

The current TCPS Strategic Plan can be found at the following link:

<https://tcps.k12.md.us/about/strategic-plan/>

3. MINORITY BUSINESS ENTERPRISES

There is no Minority Business Enterprise (MBE) goal for this solicitation; however, MBEs, small businesses, and veteran-owned businesses are encouraged to respond to this solicitation.

4. NO OBLIGATION

TCPS is not obliged to award the lowest quote and reserves the right to re-address the requirement, should there be reasonable doubt that the prices received are not competitive. This implies no obligation on TCPS to accept this quote or any quote submitted and TCPS has the right to cancel this Request for Quote if required. TCPS reserves the right to waive any informality contained herein.

5. PROPOSAL INSTRUCTIONS

Proposals should not exceed 35 pages in total.

Offerors may submit proposals electronically. Electronic proposals may be submitted by email to SuperintendentRFP@talbotschools.org.

The time of receipt is the time the electronic or hard copy proposal documents are RECEIVED by Talbot County Public Schools-NOT the time you begin the upload. Please allow additional time for

your proposal submission to be fully uploaded. TCPS is not responsible for technical failures that result in a late submission. Offerors must ensure the RFP number and title are correct when submitting the proposal.

Faxed proposals will not be accepted.

Proposal Drop Off – Appointments are not required for an in-person drop-off. Proposals may be delivered prior to the due date and time to the Front Desk Receptionist at:

Talbot County Education Center
12 Magnolia St.
Easton, MD 21601

Offerors are responsible for properly labeling their proposal envelope with the company name, address, proposal number and due date. TCPS is not responsible for a proposal that may be inadvertently opened before the proposal due date unless it is submitted with proper labeling. If offerors prefer to mail the proposals, please allow extra time for USPS deliveries as stated in the RFP.

6. CANCELLATION OF RFP

This RFP is subject to cancellation if and when TCPS determines cancellation to be in the best interest of the school district.

7. PRICE GUARANTEE

The offeror affirms that the price proposal is effective for not less than 120 days from the date proposals are due. NOTE: If the proposal is selected for award, prices shall remain firm over the duration of the contract.

8. EXCEPTIONS

If an offeror is uncertain about the meaning or intent of any part of the RFP, or if the offeror takes exception to any terms of the RFP, the offeror shall request clarification from TCPS not later than ten calendar days before the proposal due date. Failure by the offeror to request clarification shall be construed as full acceptance of the terms and conditions as stated.

9. SUBMITTALS

Failure to accurately complete and submit all required documents may result in the rejection of the proposal.

Acceptable documents for compliance with the mandatory Financial Statement requirement include the offeror's:

- Latest Balance Sheet and Income Statement prepared by an independent accounting firm;
- Annual Report;
- Dun & Bradstreet complete Business Report; or,
- Other financial documents determined to be acceptable by the Chief Financial Officer.

10. LATE PROPOSALS

Late proposals will not be accepted. It is the sole responsibility of the offeror to ensure that their proposal is submitted on or before the date and time specified in the solicitation. Late proposals will be rejected.

NOTE: If the Talbot County Education Center (TCEC) is closed due to inclement weather, proposals shall be due on the next business day that the building is open. The originally scheduled proposal opening time shall remain the same regardless of the opening day. Use the telephone number 410-822-0330 to determine if the building is closed. ALSO NOTE: The closing of schools does not constitute the closing of TCEC.

11. PROPOSAL WITHDRAWAL

A proposal may not be withdrawn after it is submitted to TCPS unless the offeror makes a written request to the buyer before the time set for receipt of proposals, or if TCPS fails to award or issue a notice of intent to award, or the offeror provides clear and convincing evidence that a mistake in the proposal has been made, *and only then with the approval of the TCPS Chief Financial Officer.*

12. COST OF PREPARING THE PROPOSAL

TCPS accepts no responsibility for any expense incurred in the proposal preparation and presentation requirements, if any. Such expense is to be borne exclusively by the offeror.

13. PROTESTS

All proposal protests must be in writing and filed with the Buyer within five (5) business days of the award action email. The Respondent must clearly state the specific reasons for the protest. The protest shall be reviewed by the Chief Financial Officer (or designee), whose decision shall be final.

14. BUSINESS REGISTRATION

To be eligible for contract award, businesses must be properly registered and in good standing with the State Department of Assessments and Taxation.

15. COMPETITIVE SEALED PROPOSAL PROCESS

- The named buyer is the only person authorized to answer questions regarding this RFP. Offerors should not rely on information obtained from any source other than the buyer. It is the responsibility of offerors to check for addenda and responses to questions, if any, on the TCPS web page (<https://tcps.k12.md.us/admin-services/notices-and-rfps/>) before the proposal due date.
- Offerors may not contact any Board Member, Elected Officials, or member of the Evaluation Panel regarding this solicitation until the contract is awarded. Any such attempt may be considered by TCPS as an effort to obtain an unfair advantage and could result in the rejection of the Offeror's proposal.
- Offerors shall submit all requirements as outlined in the RFP.
- Any offeror questions must be submitted in writing via email to the buyer no less than ten calendar days before proposals are due. The buyer is the only person authorized to answer questions regarding this RFP. Late questions will be answered only if time permits. Oral communications are not binding on TCPS.
- Offerors who wish to mail in or drop off their proposal shall submit hard copies, and one electronic copy of their technical proposal loaded on a flash drive. Offerors may submit proposals electronically to SuperintendentRFP@talbotschools.org .
- Offeror's financial statements are to be included in the technical proposal – not the price proposal.

- Letter of Transmittal – the offeror shall include a Letter of Transmittal, signed by the person authorized to legally bind the offeror to the proposal. The letter shall specifically state that the offeror shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of TCPS. The transmittal letter must also contain a brief executive summary that demonstrates an understanding of the scope of services and reasons why the offeror is best suited to provide the services.
- The TCPS Buyer will initially review each proposal submission. Offerors whose technical proposals are determined to be not responsive, or offerors determined to be not responsible shall be rejected and timely notified.
- Responsive proposals shall be evaluated by a selection committee in accordance with the scope of work and evaluation criteria contained herein.
- The selection committee, after an initial review of the proposals, may elect to conduct discussions with offerors for the purpose of ensuring the complete understanding of TCPS requirements and the offeror's technical proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made during discussions. Any such written clarification or change then becomes part of the offeror's proposal.
- When in the best interest of TCPS, the Buyer may permit offerors who have submitted acceptable proposals to submit written best and final offers.
- Upon completion of these processes, the selection committee will make a recommendation to the TCPS Buyer about which offeror is selected as the prospective awardee. The Buyer will recommend the award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to TCPS considering the technical evaluation and price factors as set forth in the RFP.
- The contract award may be subject to approval by the Talbot County Board of Education. Upon approval of the Board, the unsuccessful offerors will be notified and be offered the opportunity to be debriefed. The debriefing will provide a summary of deficiencies in the offeror's proposal but competing proposals will not be discussed.

16. TAXES

TCPS is exempt from State and local Sales or Use taxes [3000 1284]. Offerors shall not include these taxes in their price proposal. Exemption certificates will be provided upon request.

17. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. As provided in TCPS Board Policy and AR 11.3-Sale-or-Use-of-Tobacco-on-School-Premises, the use of tobacco products is not permitted in or on property owned by the Talbot County Board of Education. Failure to comply with this clause is considered a material breach of contract that may result in termination.

18. IRREGULARITIES

TCPS reserves the right to waive any minor mistakes in the solicitation or proposal. TCPS reserves the right to negotiate or modify any element of the solicitation to ensure that the best possible arrangements for achieving the stated purpose are obtained.

19. SUBCONTRACTORS

TCPS will enter into an agreement with the selected offeror only. The selected offeror shall be responsible for all services as required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to this RFP shall be included in the proposal.

20. SEX OFFENDER NOTIFICATION AND CRIMINAL BACKGROUND CHECKS

A. Registered Sex Offender

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. *See Criminal Procedure Article, §11-707, Annotated Code of Maryland.* **A TCPS Contractor may not knowingly employ an individual to work at a school if the individual is a registrant.** A Contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. *See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.*

B. Other Crimes

A TCPS Contractor or subcontractor 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:

- Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
- An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland

See Education Article, §6-113, Annotated Code of Maryland

C. TCPS Contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all the Contractor's direct employees, subcontractors, and independent Contractors.

D. Violations of any of these provisions may result in immediate termination for cause.

21. ACCESS TO PUBLIC RECORDS

Offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by TCPS under the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the Chief Financial Officer will be required to make an independent determination whether the information may be disclosed.

22. GIFTS

In accordance with Board Policy 11.5-Gifts-From-Public, offerors are hereby notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work.

23. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register with eMaryland Marketplace Advantage through the following link:

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Registration must occur within five business days following notice of award. Maryland law requires school districts to post award notices on eMaryland Marketplace Advantage so all successful offerors must register in the system. Registration is free. Failure to comply with this requirement may be considered grounds for contract termination for default.

TCPS recommends that all interested offerors register with eMaryland Marketplace Advantage regardless of the outcome of this RFP because it is a valuable resource for bid notification for school districts, and State, county, and municipal agencies throughout Maryland.

24. HIRING OF TCPS EMPLOYEES

Any TCPS employee whose official duties include matters relating to this contract may not become employed by the contractor or any of its subcontractors during the term of the contract.

25. PAYMENTS BY EFT

By submitting a response to this solicitation, the offeror agrees to accept payments via electronic funds transfer (EFT) unless the TCPS Chief Financial Officer grants an exception.

26. DEFINITIONS

- “Day” means calendar day unless otherwise indicated.
- “Responsible” means an offeror that has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance.
- “Responsive” means a proposal submitted in response to a request for proposals (RFP) that conforms in all material respects to the requirements contained in the RFP.

CHECKLIST

Checklist for mandatory documents in your response, provided for your convenience. Failure to provide mandatory documents may be cause for rejection of your proposal.

TECHNICAL PROPOSAL

- _____ Hard Copies and one electronic copy of the technical proposal loaded on a flash drive or sent electronically is required for proposals being dropped off that includes:
- _____ Signed solicitation documents, including any RFP Amendments Signed and Completed Qualifications Affidavit
- _____ Financial Statement(s)
- _____ Letter of Transmittal that includes an Executive Summary
- _____ Signed and completed Attachment A - Conflict of Interest Affidavit and Disclosure
- _____ Signed and completed Attachment B - Proposal Affidavit

PRICE PROPOSAL

_____ One original and one electronic copy of the signed and completed Price Proposal Work Sheet (Attachment C) loaded on a flash drive or sent electronically for proposals being dropped off. **The Attachment C form must be used to submit the price proposal.**

Offerors shall provide the technical proposal and price proposal, and their respective electronic Copy, under separate sealed cover and appropriately marked as follows:

Technical Proposal: Company Name
RFP Title and Reference No.
Due Date:
This Package contains a **Technical Proposal**.

AND

Price Proposal: Company Name
RFP Title and Reference No.
Due Date:
This Package contains a **Price Proposal**

Section II: QUALIFICATIONS AFFIDAVIT

Submitted to: Talbot County Public Schools, Finance Office

Offeror Name: _____

Information furnished in response to this Affidavit and any verification made by TCPS provides a basis for determining the responsibility of offerors. TCPS reserves the right to consider additional references discovered outside of this Affidavit.

The selected firm must have at least five years' experience successfully conducting similar scopes of work for a K-12 school district of comparable size or larger. If a firm does not have such experience or does not submit information in the proposal regarding this qualification, the Offeror may be determined not responsible and may be eliminated from further consideration. TCPS may consider relevant individual experience of key personnel when assessing the responsibility of the offeror.

1. How many years has your firm been in the business of providing similar services under your current legal name? _____ Years of relevant experience: _____

Under a different legal name? Please provide the different legal name: _____
_____ Years of relevant experience.

2. List at least three contracts/references similar to the work being procured, which your firm has completed within the last five years (include company names, firm or government agency, address, contact person, phone number, and email address). At least one contract must have been completed within the past two years.

Contract: _____

Beginning and End Date of Contract: _____

School District or Organization: _____

Contact Person: _____

Phone Number and email: _____

Contract: _____

Beginning and End Date of Contract: _____

School District or Organization: _____

Contact Person: _____

Phone Number and email: _____

Contract: _____

Beginning and End Date of Contract: _____

School District or Organization: _____

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Contact Person: _____

Phone Number and email: _____

3. What is your Dunn and Bradstreet Rating, if any? _____

How many people does your company currently employ on a:

A. Full-Time basis? _____

B. Part-Time basis? _____

4. Has your organization performed, or are you currently performing, any other contract, not included in #2 above, for any school district in northern Virginia, the District of Columbia, or Maryland over the last five years? (Please list names, addresses, dates and the employee responsible for accepting the work).

5. Has your company ever been suspended or debarred from bidding on contracts by the federal government, the Maryland Board of Public Works or any other local, state or federal organization for any reason? Explain.

6. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

7. Has your company been subjected to any penalty or liquidated damages arising out of poor or non-performance? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief.

Dated this _____ day of _____ 2024

Name of Organization: _____

By: _____
(Signature)

(Print Name)

Title: _____

Section III: SCOPE OF WORK

1. TCPS is seeking a responsible consultant to help create, facilitate, and execute a successful strategic planning process. In its proposal, the consultant must demonstrate the ability to deliver the following services:

- 1.1 Help build a detailed, step-by-step strategic planning process framework that is aligned with TCPS's specific needs, can be completed within 9 to 12 months, and includes the following elements:

- a. Comply with the expectations of the Blueprint for Maryland's Future. Additional resources can be found at the following link:

<https://blueprint.marylandpublicschools.org>

- b. Comply with Board Policy and applicable State and federal laws. Board Policy on the strategic plan can be found at the following links:

https://tcps.k12.md.us/about/policies/?q=Strategic%20Plan&catid=0&show_pagination=1&paged=1&limit=20

- c. A framework that prioritizes equity in all elements. Board Policy on Educational Equity can be found at the following links:

https://tcps.k12.md.us/about/policies/?q=equity&catid=0&show_pagination=1&paged=1&limit=20

- d. Include an effective strategic planning committee and subcommittee structure.
- e. Ensure inclusion of all stakeholders (community, parents, students and staff) that is representative of the district and ensures the opportunity to provide structured input.
- f. Involve Board of Education members as an integral part of the process providing input, support, and commitment.
- g. Review existing planning and assessment documents, including the most recent strategic plan.

The current TCPS Strategic Plan can be found at the following link:

<https://tcps.k12.md.us/about/strategic-plan/>

- h. Outline a process to ensure implementation and evaluation of the plan with measurable key performance-based indicators/metrics/outcomes.
 - i. Spans at least a four-year planning horizon of July 1, 2025-June 30, 2029.
 - j. Describe the process for renewal of TCPS's vision, mission, and beliefs.
 - k. Identify and develop quantitative and perceptive data to ground the planning work and create a baseline for analysis, comparison, decision-making, measurement of progress and identification of priority goals/strategies.
 - l. Utilize best practices and trends within the educational industry, e.g., online learning, educational equity, effective integration of technology.
- 1.2 Guide and support implementation of the strategic planning process framework, in particular:

- a. Facilitate conversations with stakeholders.
- b. Support the strategic planning committees and subcommittees in gathering and organizing internal and external environmental assessments.
- c. Communicate the work of the strategic planning committee and subcommittees and the outcomes of their work to Superintendent.
- d. Align the Strategic Plan process (including outreach efforts and data analysis) to existing TCPS activities and systems.

1.3 Author the report with the guidance and assistance of the committee and develop an implementation plan with an outcomes-based dashboard to track progress against milestones over time, which includes guidelines for resource allocation.

1.4 Deliverables

- a. Preliminary Report and Recommendations (may involve presentation to the Board of Education, either remotely or in person) - *Due Date of February 15, 2025*
- b. Final Report, and Five-Year Vision and Strategic Plan - *Due Date of May 1, 2025 (to be launched July 1, 2025)*

2. CONTRACT TERM

The contract shall commence after Board of Education approval and when it is signed by both parties. The contract shall continue through August 30, 2025, with an option to extend for an additional six months. The option to extend is at the sole discretion of TCPS.

3. CONTRACTOR'S RESPONSIBILITY

3.1 General

Interpersonal communication skills are extremely important and are as much a requirement and qualification as any service set forth herein.

3.2 Confidentiality

The contractor shall ensure the complete confidentiality of all information provided by TCPS and gathered in the development by the contractor in the performance of the contract. The material gathered, used, and developed may not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.

4. TCPS RESPONSIBILITIES

4.1 General

TCPS shall provide all assistance deemed reasonable and necessary to assist the contractor in addressing the obligations specified herein as it relates to current TCPS operations, documentation, required information, and assistance.

4.2 Access to the Premises

TCPS shall facilitate reasonable access to sites and schools for the purposes of performing this Contract.

5. TCPS CONTRACT ADMINISTRATOR

Debbie Gardner
Director of Communications
Talbot County Public Schools
410-822-0330

Note: the buyer named on page 1 of this RFP is the sole TCPS point of contact before contract award.

6. INSURANCE REQUIREMENTS

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract the following coverages and limits. The Contractor shall require similar coverage from any of its subcontractors.

6.1 Commercial General Liability

With coverage of at least \$1,000,000 per occurrence, \$3,000,000 aggregate written on an occurrence basis covering all premises and operations and including personal and advertising injury, independent contractor, contractual liability and products, and completed operations. On all Commercial General Liability Insurance policies, the Talbot County Board of Education (the BOARD) AKA Talbot County Public Schools (TCPS) and all TCPS Parties, administrators, executives, employees and volunteers, shall be named as additional insureds, which shall be shown on the insurance certificates furnished to TCPS under this Section.

6.2 Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshore and Harbor Workers' Compensation Act including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$500,000 each accident/\$500,000 each employee disease/\$500,000 disease policy limit.

6.3 The Contractor shall provide TCPS with a Certificate of Insurance evidencing the required coverage within 10 days of the notice of award. If the Contractor receives an insurer's non-renewal or cancellation notice while under contract, the Contractor shall fax a copy to the Chief Financial Officer at (410) 822-0330 within 2 business days of its receipt. The Contractor, if requested by TCPS, shall provide certified true copies of any, or all, insurance policies.

6.4 Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

6.5 Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

6.6 Waiver of Right of Recovery/Subrogation - To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the TCPS Parties, including its Board of Education, administrators, executives, employees or volunteers, for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and

appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the forgoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

Section IV: MANDATORY TERMS AND CONDITIONS

The following are mandatory terms and conditions to be included in all contracts:

1. LEGAL COMPLIANCE

Contractor shall comply in all respects with applicable federal, State, and local laws. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes shall be pursued in Maryland courts consistent with, and subject to, Maryland law.

2. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five years after final payment by the TCPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of TCPS.

3. TERMINATION

3.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to TCPS under this contract, TCPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by TCPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which TCPS may have against Contractor. No failure of TCPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

3.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by TCPS in accordance with this clause in whole, or from time to time in part, whenever TCPS shall determine that such termination is in the best interest of TCPS. TCPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

3.3 NONAVAILABILITY OF FUNDING

If the Talbot County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either TCPS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and TCPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

4. ASSIGNMENT

The assignment of this contract to successors, associated companies or any other parties by the Contractor for any reason, without the written approval of TCPS, is specifically prohibited.

5. PAYMENT

Subject to the performance of the work and its acceptance by TCPS, contractor shall accept payment in accordance with the terms of the financial proposal and this RFP. If contractor is not in default of any of the contract terms and conditions, then TCPS shall ensure timely payment upon receipt of an accurate invoice.

6. INDEMNIFICATION OF THE TALBOT COUNTY PUBLIC SCHOOLS

To the fullest extent permitted by law the contractor shall indemnify and save harmless the TCPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the TCPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the TCPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, or be against, suffered or sustained by other corporations and persons to whom the TCPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless the TCPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the TCPS Parties, including its Board of Education, administrators, executives, employees, and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Supervisor of Purchasing, may be retained by the TCPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

7. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless TCPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the purchase of materials, supplies, equipment or services covered by this contract. Further, contractor shall not share, exchange, or release TCPS's data to any other party without the express written consent from the Superintendent or his designee.

8. ETHICS

This solicitation is governed by the Board of Education of Talbot County Public Schools Vendor Relations Policy 4.8.

9. NON-HIRING OF EMPLOYEES

No employee of TCPS or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while being employed, become or be an employee of the party or parties hereby contracting with TCPS.

10. REGULATIONS

The policies and regulations set forth by the Talbot County Board of Education in effect on the date of execution of this Contract are applicable to this Contract.

11. SEVERABILITY

If any clause herein is considered by court action to be illegal, invalid, inoperative or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the contract. All other clauses and paragraphs shall remain enforceable as written.

12. WAIVER

No provision of these contract documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

13. NONDISCRIMINATION CLAUSE

The Talbot County Board of Education is committed to promoting the worth and dignity of all individuals. The Board will not tolerate or condone any act of bias, discrimination, insensitivity, or disrespect toward any person on the basis of race, color, sex, gender, gender identity, sexual orientation, age, national origin, religion, socio-economic status or disabling condition.

Further, contractor agrees not to discriminate in any manner against an employee or applicant for employment on the basis of race, color, sex, gender, gender identity, sexual orientation, age, national origin, religion, socio-economic status or disabling condition.

14. MODIFICATIONS AND AMENDMENTS

Modifications to this contract may be made only with the express written concurrence of both parties unless a unilateral right is identified herein.

Section V: PROPOSAL INSTRUCTIONS

Proposals that do not include all information required by this RFP may be considered not responsive and rejected on that basis.

TECHNICAL PROPOSAL

Respondent shall prepare and present the proposal in such a way as to provide a straightforward description of Respondent's response experience and capabilities, technical approach, capabilities, experience, qualifications, past performance, and references to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance with the RFP. The Technical Response follows the same order as the information presented in the RFP.

Each offeror must include in its Technical Proposal the following information:

Offerors shall submit one original, one paper copy, and one electronic copy of their technical proposal for proposals being dropped off.

When submitting a technical proposal, the following minimum information must be provided:

A. Forms

- Letter of Transmittal – The offeror shall include a Letter of Transmittal, signed by the person authorized to legally bind the offeror to the proposal. The letter shall:
 - a. include a brief executive summary;
 - b. specifically state that the Offeror shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of TCPS.
 - c. be concise and need not repeat any of the detailed information set forth in the proposal;
 - d. state that the proposal is a firm and irrevocable offer for a period of 120 days; and
 - e. acknowledge of all amendments to the RFP.
- A signed, original, unaltered, solicitation cover sheet (page 1 of the RFP) and any amendments issued by TCPS.
- A signed and completed Qualifications Affidavit
- A signed and completed Attachment A - Conflict of Interest Affidavit and Disclosure
- A signed and completed Attachment B – Proposal Affidavit

Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria listed in Section VI, *Evaluation Criteria*. Your technical proposal should be thorough in all aspects for the TCPS evaluation committee to make a proper and complete evaluation of your capabilities and response.

B. Background and Experience

Each offeror must demonstrate the background, experience, resources, equipment, and technical competence to perform the services required. This section is in addition to the information required in the Qualifications Affidavit. A reference to the Qualifications Affidavit in response to this requirement, without more, is insufficient.

1. Describe previous or current clients for whom the offeror has performed similar work as will be required in this project. Contact names and phone numbers shall be included. The references may be the same as those provided in the Qualifications Affidavit, but the scope of the affidavit information should be expanded in this section.
2. Provide appropriate information on the offeror's organization, including mission, core business capabilities, size, and locations.
3. If any subcontractors will be performing work on the project, provide the above information for all subcontractors.

C. Management Summary/Work Plan

The offeror must fully describe how it will provide the services specified, including each of the following:

1. A detailed description of how the project's objectives and deliverables will be accomplished, with specific consideration of the timing of the deliverable.
2. An efficient sequence of activities and tasks.
3. An explanatory narrative that enables evaluators to clearly understand the plan's logic, feasibility, and potential to yield the best results.

D. Personnel

This section must include the proposed composition of the offeror’s project team and any other personnel, including any subcontractors, that may be utilized to oversee, perform, and provide quality assurance on the project. Specify the names, titles, and a brief description of the roles each will play on the project.

This section must include resumes including work history and education for each project team member. Biographical statements consisting of only a few sentences are insufficient. The proposal must include information describing previous project team experience that relates directly to the work each project team member will perform on the project.

Staff and subcontractors identified in this section must remain throughout the contract unless a substitution is agreed to by TCPS. TCPS may not unreasonably withhold agreement.

FINANCIAL PROPOSAL

Complete and submit Attachment C, Financial Proposal. All pricing information shall be provided using Attachment C. The financial proposal must be provided in a sealed package separate from the technical proposal.

The staffing price for each deliverable must be further broken down into blended rates x hours for each job category of staffing resources to be applied to the project. Two categories are defined: 1) project management and oversight staff; and 2) clerical and administrative staff. The proposed staffing price need not be broken down further by individual positions.

Section VI: EVALUATIONS

1. OVERALL APPROACH

Contract award will be made to the responsible offeror whose proposal is determined to be the most advantageous to TCPS considering technical evaluation and price factors as set forth in this RFP.

2. CRITERIA FOR EVALUATION

An evaluation committee will review the technical proposals using the following evaluation factors in descending order of importance:

- a. Past experience of the company and proposed project team in conducting similar or related projects.
- c. The offeror’s demonstrated understanding of the project objectives and the offeror’s approach to accomplishing the scope of services.
- d. The skills and competencies of the offeror’s project team with respect to the ability to perform the required work.
- e. Financial Proposal

3. SELECTION PROCESS

Once the buyer makes the initial determination that a proposal is acceptable, the first level of review will be an evaluation for technical merit. During this review, discussions with each offeror may be held. The purpose of such discussions will be to ensure a full understanding of the RFP requirements and the offeror's ability to perform.

Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made during discussions. Any such written clarification or change then becomes part of the offeror's proposal.

The financial proposal of each responsible offeror will be evaluated independently from the technical proposal evaluation. After a review of the financial proposals of responsible offerors, the buyer may again conduct discussions.

When in the best interest of TCPS, the buyer may permit offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

Upon completion of the review by the evaluation committee, the buyer will recommend award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to TCPS considering technical evaluation and price factors as set forth in this RFP.

The contract award may be subject to the approval of the Board of Education of Talbot County.

ATTACHMENT A

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.
- (b) Prior to commencement of any work, the Contractor agrees to notify the buyer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.
- (c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the buyer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the buyer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the buyer of any contrary action to be taken.
- (d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the buyer, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.
- (e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Print name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

ATTACHMENT B

PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has been found guilty of any other criminal act regarding the performance of a government contract.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the

business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

E. AFFIRMATION REGARDING

COLLUSION I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

F. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

ATTACHMENT C

FINANCIAL PROPOSAL

Name of company submitting proposal:	
Name of person authorized to submit financial proposal:	
Signature of person authorized to submit financial proposal:	
Name of contact person (if different from above):	
Contact telephone number:	Contact email address:

Name of company submitting proposal:

DELIVERABLE ONE:
Preliminary Report and Recommendations

Labor Prices			
<i>Job Title Category</i>	<i>Blended Hourly Rate</i>	<i>Hours for Deliverable</i>	<i>Total Price Per Job Title Category</i>
Professional Staff	\$		\$
Support Staff	\$		\$
Other Prices			
Materials (specify)			\$
Other (specify)			\$

Total Fixed Price for Deliverable One: \$ _____

Name of company submitting proposal:

DELIVERABLE TWO:
Final Report, and Five-Year Vision and Strategic Plan

Labor Prices			
<i>Job Title Category</i>	<i>Blended Hourly Rate</i>	<i>Hours for Deliverable</i>	<i>Total Price Per Job Title Category</i>
Professional Staff	\$		\$
Support Staff	\$		\$
Other Prices			
Materials (specify)			\$
Other (specify)			\$

Total Fixed Price for Deliverable Two: \$ _____

Name of company submitting proposal:

**DELIVERABLE THREE:
AD HOC TASKS (IF AGREED TO BY PARTIES) EST. 50
HOURS**

Labor Prices			
<i>Job Title Category</i>	<i>Blended Hourly Rate</i>	<i>Hours for Deliverable</i>	<i>Total Price Per Job Title Category</i>
Professional Staff	\$	35	\$
Support Staff	\$	15	\$

Total Fixed Price for Deliverable Three: \$ _____

Total Fixed Price for Deliverables One through Three

\$ _____