

W X Y architecture + urban design

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December 19, 2019

Essie McGuire, Executive Director
Office of the Chief Operating Officer
850 Hungerford Drive, Room 149
Rockville, Maryland 20850
240-740-3050

RE: Montgomery County Boundary Analysis project scope revisions

Essie,

The intent of this letter is to clarify revisions to the original scope and ensure that the process is fully transparent.

On July 15, 2019, WXY architecture + urban design submitted a response to RFP 4886.1 put out by Montgomery County Public Schools. The consultant team's response was reflective of scope items outlined in the June 15, 2019 RFP.

On September 26, 2019, MCPS staff and the WXY consultant team engaged in a day-long planning workshop to better articulate the overall approach and scope. The activity was conducted as part of Task 1.4 outlined in the scope. The consultant team gained several insights from this session and that prompted a re-assessment and modification of certain scope items. The finalized scope, detailed below, represents the following key difference from the July 15, 2019 submission:

- **No recommendations for boundary changes (See task 3.5)**
 - The process and resulting final report will not seek to establish final cluster or school zone boundaries. Instead, boundaries will be studied through the key performance indicators (KPIs), or lenses, of utilization, diversity and proximity. For example, when school building utilization is considered, the analysis will highlight the implications of improved utilization on school diversity and proximity to schools. When school diversity is considered, the analysis will highlight the implications of improved school diversity on utilization and proximity to schools. (see Task 3.4)
- **A refined strategy for providing feedback and transparency (see Task 4.1 & Task 4.3)**
 - The consultant team will establish greater transparency through the project website to ensure that community members better understand how their feedback has been captured.
 - In addition to handouts and materials, shared at the area-wide meetings, there will be a digital voice-over for the presentation with online input forms to gather additional feedback.
- **Enhanced focus on community engagement and outreach (See Task 4.3)**
 - The consultant team will allocate more resources to conducting and soliciting feedback through larger area-wide regional meetings. In addition, 20

meetings with hard-to-reach groups and 40 one-on-one stakeholder conversation were added to maximize community input process.

- **Development of an interactive tool for Phase 2 workshops (see Task 3.4 / Task 4.1)**
 - An interactive tool will be prepared that allows workshop attendees and focus group stakeholders to understanding the implications of boundary modifications on utilization, diversity and proximity to schools. The interactive tool will not be available online.

We hope this clarifies the scope revisions.

Very truly yours,

A handwritten signature in black ink, reading "Adam Lubinsky". The signature is written in a cursive style with a large, sweeping flourish at the end.

Adam Lubinsky, AICP
Managing Principal

SCOPE OF SERVICES

WXY will execute the planning analysis, engagement and overall coordination with consultants as needed.

TASK 1 CONSULTANT ORIENTATION & DATA ANALYSIS

TASK 1.1 Review of Trends and Data (Part 1):

WXY team will review and summarize the major recommendations emerging from available research documents and open source data that already exists and will develop a list of key questions raised by that body of work. This information will be used to supplement our existing understanding of the school clusters, accessibility challenges and opportunities within each of the clusters.

Task 1.1 Deliverable: *WXY will prepare a draft presentation for the upcoming kick-off meeting summarizing key points from existing studies and available data sources and draft a preliminary SWOT analysis that can guide the kick-off meeting.*

TASK 1.2 Kick Off Meeting:

WXY team will participate in a kick-off meeting with the MCPS staff, to create a shared understanding of the project purpose, goals and objectives, engagement process and schedule. For this meeting, WXY will prepare a draft process outline and schedule for discussion with the MCPS staff team, based on our refined understanding under task 1.1. The meeting will include identification of key issues, proposed community engagement strategies, exchange of information, discussion on BOE policy and other relevant standards. At this meeting a schedule of regular meetings between WXY Project Manager and the MCPS's Project Manager will be set to run throughout the planning process. It is anticipated that these meetings will occur at least bi-weekly unless project activities suggest more frequent interactions. As we are in Washington D.C., we are available to meet intermittently as needed to address topics and solve any challenges as they arise. MCPS staff will make available any new datasets, including student level datasets, that will be used for further analysis.

Task 1.2 Deliverable: *WXY will prepare a memo within 5 business days summarizing key discussion points from the kick-off meeting including changes to project schedules, community engagement process and other deliverables.*

TASK 1.3 REVIEW OF TRENDS AND DATA (PART 2):

MCPS staff will provide additional datasets to be analyzed as deemed necessary to the project scope. Upon receipt of the new datasets, WXY team will take a deeper dive into school cluster datasets and create a concise summaries per school clusters that will feed into future analytical efforts. WXY will adhere to secure file transfer protocols (SFTP). In an event of missing data, WXY will coordinate with the MCPS assigned project manager to identify a method for scientifically estimating the missing information.

TASK 1.4 - PRE-SCOPING ENGAGEMENT WORK WITH MCPS TEAM:

- WXY will refine goals and engagement approach with MCPS team
- WXY will work with MCPS team to identify detailed outreach process, including a final list of stakeholders for targeted engagement
- WXY to develop final engagement plan, schedule and process guide

Task 1 OVERALL DELIVERABLES

- *Summary report of issues identified during the kick off meeting including preliminary SWOT analysis based on review of existing conditions data. The deliverable will be submitted electronically and updated once and resubmitted following receipt of staff team compiled comments.*
- *Refined Workplan*
- *Refined Community Engagement Plan*

TASK 2 Benchmarking and Best Practices

TASK 2.1 COMPARABLE BENCHMARKS

Upon identifying best practices within the industry, WXY team will use open data sources to analyze jurisdictions of similar sizes within the DMV region that have faced similar issues to that of MCPS, and the long- and short-term strategies implemented by their respective school systems to alleviate the issue. Such a comparative benchmarking will allow WXY team and MCPS staff to better understand the associated trade-offs when assessing MCPS boundaries. Lastly, WXY team will critically analyze the MCPS policy and the Policy FAA to identify any additional parameters that may need to be included as part of the boundary analysis.

Task 2.1 Deliverable: Benchmarking matrix with comparable school systems to identify possible approaches and best practices to student assignments processes and patterns.

TASK 2 OVERALL DELIVERABLES

- *Memorandum summarizing key findings from best practice studies and benchmarking matrix of other jurisdictions.*

TASK 3 COUNTY-WIDE COMPREHENSIVE ANALYSIS

TASK 3.1 KPI definition and method development

Building on the understanding of client priorities from Task 1 and best practices from Task 2, WXY team will work with the MCPS staff to identify a list of key performance indicators that accurately reflect the School District's needs and aspirations as well as Policy FAA objectives.

Deriving from the team's vast expertise in modeling, spatial analysis, and scenario simulation, WXY will generate a document that outlines methodology for each of the KPI in a memo format. During the KPI definition process, WXY team will work closely with the client team to ensure that the KPI methodology aligns closely with Policy FAA objectives.

The KPI models will be useful in allowing the community to understand the interrelated challenges of the various Policy FAA lenses.

Task 3.1 Deliverable: *Memorandum outlining Key Performance Indicators and their respective methodologies.*

TASK 3.2 EXISTING CLUSTER BOUNDARY ANALYSIS

Using the data and existing capacity analysis done under Task 1 and Key Performance Indicators (KPIs) developed under Task 3.1, WXY team will develop a county-wide baseline scenario of all the school clusters and develop a series of assessment that will include, but not limited to the factors identified below. WXY team will develop a series of geospatial models enabling them to perform quick boundary analysis.

- **Student Body Demographics:** WXY team will analyze demographic and existing enrollment with place of residence of the students to identify existing cluster diversity. Such geocoded XY dataset can allow WXY team to calculate impacts that result from any changes to that cluster boundary as captured by access and diversity related KPIs. In addition, WXY team will also look at future projection and land use changes to accurately study the changes in demographics of a cluster. Such an analysis will allow the team to assess the degree to which current boundaries facilitate or impede a diverse study body population in each school.
- **Transportation Patterns:** Develop a comprehensive understanding of county wide transportation patterns and to highlight the portfolio of transportation options throughout each of the clusters such as walking, public transportation, or school provided transportation. Once the baseline is established, WXY team will compare transportation pattern results between schools and clusters to identify disparities in transportation modes and quality student service such as transportation availability and distance to school. A Geographic Information Systems (GIS) model will be developed that incorporates school locations, student locations, and the local road network to help determine if these disparities are due to geographic constraints such as school facility locations in relation to the student's residents, lack of resources, or ineffective planning.
- **Geographic Proximity to Schools:** WXY team will examine how boundaries affect potential walking routes to school for students. We will then run an analytical model that utilizes the local street network, student locations, school location and facility capacities to identify and rank the three schools that are geographical closest to each student. Such an approach will help us spatially identify which students are affected by the current cluster boundaries.
- **Facility Utilization:** WXY team will ascertain the operating capacity of each of Montgomery's public schools based on Maryland State standards as well and diverging MCPS policies and building standards. Any non-state standards to be included in the capacity analysis, including minimum capacity, will be developed through discussion of best practices with the MCPS. WXY team will research and review state and local standards for students per classroom, among other metrics. Using the existing facility conditions assessment analysis, WXY team will assess the degree to which the current boundaries facilitate or impede facility utilization in terms of program capacity and enrollment in schools.

- **Articulation and feeder patterns:** For each of the school cluster, WXY will identify the racial demographics of the feeder schools or neighborhood and assess how that feeder system might further exacerbate inequitable access to facilities.
- **Frequency of review:** Given the demographic and growth trends WXY team will use findings from the existing cluster analysis to identify a threshold at which each cluster might trigger a review process, provided no changes are made to the cluster boundary. In addition to the threshold, WXY team will also point to the pros and cons of a regular cycle of reviewing boundary assignments, and the impact on stability of assignment overtime for students and families.

Task 3.2 Deliverable: *Summary report outlining existing cluster boundary analysis and an assessment of each of the topics identified above.*

TASK 3.3 INTERACTIVE TOOL INTERFACE DESIGN

WXY and Carto will sketch a tool interface design to illustrate core tool functionalities and will meet with the client team to hone tool functionalities and solicit additional interface design idea. WXY will create a mock-up of the tool at the cluster-level with synthetic data, then solicit feedback from the client.

TASK 3.4 INTERACTIVE TOOL DEVELOPMENT

An interactive tool will be prepared by the consultant team that allows workshop attendees and focus group stakeholders to understand the implications of boundary modifications on utilization, diversity and proximity to schools. The interactive tool will not be available online. In particular, the tool will be primarily used:

- To guide community's understanding around key challenges and constraints using analysis and KPIs developed in previous tasks.
- Allow the community to iteratively assess the interrelationship of the KPIs derived from Policy FAA.

WXY team will develop an interactive tool based on client feedback, adjusting styles and functionalities as necessary. The interactive model will be based on current student population and can integrate basic growth projections. WXY team will rely on MCPS for further guidance on this topic.

TASK 3.5 ASSESSING INTER-RELATIONSHIP OF POLICY FAA FACTORS

The process and resulting final report will not seek to establish final cluster or school zone boundaries. Instead, boundaries will be studied through the key performance indicators (KPIs), or lenses, of utilization, diversity and proximity as identified in Policy FAA. For example, when school building utilization is considered, the analysis will highlight the implications of improved utilization on school diversity and proximity to schools. Similarly, when school diversity is considered, the analysis will highlight the implications of improved school diversity on utilization and proximity to schools.

The Consultant's successful completion of Tasks 1 and 3 is contingent upon the receipt of student data that is well-documented and reliable. The client team will have the following information available in electronic format:

- **Building Information:** Location, age, size, capacity, capital work, and a space inventory.

- **Enrollment:** Current and historic enrollment by school and grade.
- **School Performance:** PSSA and Keystone scores, School Performance Profile, and graduation rates.
- **Grades and Feeders:** Current, historic, and future grade configuration of each school. Current and historic feeder patterns.
- **Student:** Individual student information with student ID, address, grade, and school.
- **Transportation:** Busing guidelines, routes, stops, and student IDs.
- **Boundaries:** Existing zone boundaries for each school as ESRI shapefiles.

Should any of these data be unavailable, the client team understands that proxies of less statistical reliability may be required for missing data. The Consultant requests that student names be removed from MCPS datasets before receipt.

TASK 3 OVERALL DELIVERABLES

- *Summary report outlining Key Performance Indicator (KPI) methodology*
- *Summary presentation of existing cluster boundary analysis*
- *Summary presentation on interrelationship of various Policy FAA objectives*

TASK 4 COMMUNITY ENGAGEMENT

DESCRIPTION OF ACTIVITIES:

The consultant team will conduct the following engagement activities during the course of the project:

- **Area-Wide Meetings** (10-12 meetings distributed evenly in two phases)
- **Targeted Meetings - with "Hard to Reach Groups"** (20 meetings distributed evenly in two phases)
- **One-on-one calls or small group meetings** of 2-3 people (Up to 40)

PHASE 1: COMMUNITY AWARENESS AND INFORMATION GATHERING

OBJECTIVE: The intent of Phase 1 is to increase County residents' awareness about this study and analysis and to gather some additional, baseline information from the public that can be integrated into the analysis and that can inform the development of an interactive, analytical tool.

Phase 1 will include various elements of communications, outreach, and engagement.

COMMUNICATIONS: The consultant team will work with MCPS team to provide content that will consist of targeted and strategic press releases and announcements at critical junctures between October and January circulated to the local and regional press. It will also include general email notifications to key MCPS stakeholder constituencies including but not limited to students, parents, teachers, school administrators and staff, PTA groups and so on, to alert them to the study having entered its first phase. It could also include flyers that go home in students' backpacks in every school. The consultant team will take the lead with MCPS in developing the workplan for this communications strategy.

OUTREACH: i.e., participant recruitment, will be more targeted toward a range of engagement activities.

For the 5-6 area-wide open meetings, broad outreach and publicity will be done through existing MCPS channels, such as email blasts, and will be supported by consultant team's outreach to specific target organizations and/or demographic groups for each of the 5 or 6 regions. The expectation will be to have a turnout of approximately 200 residents in attendance (on average) at each of these regional meetings.

For the 10 meetings with "hard-to-reach" groups, the consultant will coordinate with MCPS to finalize 10 target groups. MCPS will introduce the consultant team to the leaders of each of these groups where possible and consultant team will coordinate with those leaders to determine the timing, location, number of invitees, and length of each meeting. Some of these meetings will be stand-alone, meaning that the only purpose for it is the boundary analysis; some of these meetings will be one of the agenda items for an already scheduled meeting of that group. The stand-alone meetings are expected to have 10-20 participants each. The consultant team will work with each group's leaders to determine the venue and equipment required.

For the one-on-one or small group meetings/calls, the consultant team will coordinate with MCPS to identify the most important stakeholders with whom to conduct 1-on-1 (or very small groups of 2-4 people). Up to 40 interviews will be conducted by the consultant team either over a call or in-person. MCPS will provide an initial introduction to each stakeholder/stakeholder group and the consultant team will coordinate with each stakeholder to determine the interview location and logistics and conduct all interviews. The interviews will extend into phase 2 allowing the consultant team to maximize community inputs.

ENGAGEMENT: Engagement focuses on the specific information that will be presented to all audiences, what the focus of conversation and discussion will be with those audiences, and what information, ideas, perspectives, and concerns will be collected by the consultant team through those activities.

For the 5-6 area-wide open meetings, they will be held in different parts of the county, covering large "catchment" areas of residents in each. Participants would participate at tables throughout the meeting, ideally with a volunteer, experienced small group facilitator at each table. Presentations would include information about the boundary analysis process, data findings that will contextualize some of the challenges, among others. Engagement will be primarily through polling on initial questions/topics, while having residents discuss feedback on parameters that can inform future boundary revisions. Qualitative data will be collected via participant and table facilitator worksheets. There will also be an online version of the worksheets that will be opened at the day of the presentation so that participants can also engage with the session remotely. Live streaming of a few sessions will be identified in November.

The consultant team will lead the "design" process for these meetings, developed and finalized through an iterative process during October and into early November in collaboration with MCPS.

The consultant team, with the support of MCPS, will take the lead on coordinating logistics for these meetings – finalizing the venue, ensuring the correct audio-visual equipment,

provision of any beverages (& or food), briefing onsite volunteers and staff, orienting table facilitators, translation/interpretation services (if necessary) finalizing and printing agendas and worksheets.

The consultant team will design and produce all of the substantive materials, i.e., PowerPoint slides, brochures, informational handouts, as deemed necessary for conducting these sessions.

For the hard-to-reach groups, the engagement will vary based on whether it is a stand-alone meeting or whether it is integrated into a larger meeting agenda. The stand-alone meetings will cover very similar territory to the large group meetings: presentations of key issues, data analytical findings done till date and obtaining feedback on the most relevant boundary parameters, among others. In situations where the proposed group meetings are part of other external meetings or forums, both the presentation(s) and the discussion(s) will be more compressed, and the consultant team may need to rely more on attendees filling out worksheets that they hand in at the end of the session. Through the course of these meetings, the team will focus on establishing trust and relationship with stakeholders to interest them in helping MCPS recruit participants for the larger area-wide meetings.

In collaboration with MCPS, the consultant team will develop the design protocols for these meetings, including the customization for each group.

The consultant team will design and produce all of the substantive materials, i.e., PowerPoint slides, brochures, informational handouts.

For the one-on-one or small group meetings/calls, the meeting agenda will have a core set of questions accompanied by specific questions customized for the particular stakeholder to ensure that the session is highly interactive. The team would focus on establishing trust and sufficient relationships with many of these stakeholders to interest them in helping MCPS recruit participants to some of the larger and hard to reach group meetings. The meetings will largely be held over a series of conference calls to ensure timely inputs from the community members.

PHASE 2: TESTING IDEAS AND METRICS

OBJECTIVE: The intent of Phase 2 is to re-convene County residents' in various formats to share findings from Phase 1 outreach and engagement activities and to test ideas and metrics developed from the research conducted during Phase 1 and the initial, interactive tool developed by the consultant team.

Phase 2 will include the same three elements of communications, outreach, and engagement as did Phase One and will follow a similar sequence of activities as done in Phase 1 – initial community and publicity; open, public meetings; meetings with hard-to-reach groups. The consultant team will remain flexible to tweak the nature and agenda of these meetings based on the information gathered in Phase 1.

Communications channels and structure will remain similar to Phase 1.

NOTE: THE OUTREACH AND ENGAGEMENT DUTIES AND APPROACHES WOULD ALSO BE SIMILAR TO PHASE ONE AND WILL BE LED BY THE CONSULTANT TEAM.

TASK 4.1 WEBSITE LAUNCH WITH ONLINE INPUTS

WXY will assist MCPS in developing a webpage to publicize meetings and share information with community members throughout the project phase. The content will be created and modified in partnership with MCPS and will aim to keep the community fully informed about the process. In addition, throughout the project cycle, strategies such as online forums and surveys will be used to maximize community inputs in each of the two phases described under Phase 1 and Phase 2.

TASK 4.2 BUILDING A DIVERSE AUDIENCE

WXY team will work with school system representatives to build strong connections with a wide range of stakeholders and other interested citizens. Examples of the many diverse groups we will engage are:

- Parent Teacher Associations (PTAs), TA's and other student groups
- District Leadership TAs
- Attendance Area Committees
- Community organizations,
- Neighborhood associations
- Ethnic organizations
- Business groups (Especially Minority Business Groups)
- Religious congregations.

WXY team, along with MCPS, will assess the existing contacts and determine which ones need to be strengthened and which new contacts need to be made. WXY team has successfully convened people of different ages, races and ethnic groups, income levels, educational backgrounds, religions, and points of view in scores of meetings in the Washington-Baltimore area. We are able to do this because we conduct outreach that is 1) carefully targeted, 2) builds on collaborative relationships with key stakeholders and organizations, and 3) utilizes multiple ways to issue invitations.

- **Targeted recruitment**--We will review the existing contact list of key individuals and organizations and add to it as necessary to make sure all relevant groups in Montgomery County are included. Special attention will be given to identifying those groups that should be involved but are generally "hard to reach" such as low income individuals, young adults, cultural minorities, etc.
- **Close collaboration with stakeholders and key organizations**--We will work with people who represent important stakeholders and community groups to make sure they actively promote participation in the planning process. We will also identify individuals from each part of the county who will serve as community representatives and take responsibility for outreach to a specific segment of the population.
- **Utilizing multiple ways to issue invitations**-- Invitations to participate in this planning process will be issued in a wide variety of ways and those who are mostly likely to be interested will receive multiple invitations. Invitation methods will include: emails to lists of interested people, phone calls to key leaders, online notices, social media postings, announcements at public meetings, media announcements and distribution of flyers and other handouts. These various

invitations will be designed and delivered strategically so that they reinforce each other.

Task 4.2 Deliverable: *Final list of stakeholder participant who will attend the proposed engagement sessions.*

TASK 4.3 PHASE 1 - COMMUNITY AWARENESS AND INFORMATION GATHERING

TASK 4.3A: INITIAL COMMUNICATION AND PUBLICITY

(October 21 - November 8)

- Press announcement in partnership with MCPS
- General notification of MCPS constituencies
 - Emphasize purpose of boundary analysis
 - Explain ways public can be involved
 - This would include the creation of a web landing page and a 2-3-page description of the process and FAQ that would be circulated and placed on the website (language developed by consultant team in coordination with MCPS)

TASK 4.3B ONE-ON-ONE OR SMALL GROUP MEETINGS/CALLS (UP TO 40)

(Oct 24- February 15)

- Phone interviews and some one on one meetings with key stakeholders
- Talk to a representative sample of people around the county who are active on MCPS issues
 - Explain process and type of input needed from the community
 - Informally test possible topics for public meetings

TASK 4.3C AREA-WIDE OPEN PUBLIC MEETINGS (5-6 MEETINGS)

(November 11- January 15)

- Five or six open public meetings throughout the county (one of these will be an open, student-only, large-scale meeting)
 - Seat people at round tables with facilitator at each table. Facilitator will be responsible for taking notes on a written worksheet.
 - Plan for about 200-250 people at each meeting with plans for overflow if needed
 - Meet in school cafeterias (or gyms) in convenient locations as determined with MCPS staff
 - Meetings will be 2 to 2 1/2 hours long
 - Meetings will focus on three things:
 - Convey information about the boundary analysis process,
 - Share basic countywide data and issues that this raises for MCPS
 - Get feedback on parameters that can inform future boundary revisions through table discussions and a worksheet which is collected

TASK 4.3D TARGETED MEETINGS - WITH "HARD TO REACH GROUPS" (UP TO 10)

(December 2-January 15)

- A team member meets with small groups of people who are likely to be underrepresented in the open public meetings

- Examples of groups to target can include, but are not limited to, recent immigrants, language minorities, low income residents, and young adults (ages 21-35)
- Focus will be on attending pre-existing meetings (i.e. church groups, ethnic organizations, neighborhood associations, etc.) as well as convening small groups of people from different organizations; outside pre-existing meetings, these targeted meetings will be 10-20
- Content shared and discussed in the meeting will be similar to what is shared in the open public meetings

LIVESTREAMING AND ONLINE INPUT TOOLS

(December and January)

- **Livestreaming:** At least one of the large open public meetings will be livestreamed using the equipment, tools, and personnel that MCPS uses for other meetings they livestream for. The exact date of this meeting will be determined during early November.
- **Online Input:** On the website, a simple tool would be available for residents to view a recording of the livestream, access Phase 1 materials, and provide input and ideas related to Phase 1 content. Tool still to be determined.

TASK 4.4: PHASE 2: TESTING IDEAS AND METRICS

TASK 4.4A COMMUNICATION AND PUBLICITY

(February 3-21)

- Press announcement about Phase 2 in partnership with MCPS
- Notification of key MCPS constituencies
 - Re-emphasize purpose of boundary analysis and of Phase 2
 - Explain ways public can continue to be involved
 - Publicize Interactive tool and provide comprehensive orientation on website on its core purposes and for how to use it
 - This would also include the creation of a revised web landing page and a brief description of the Phase 2 process (and, if necessary, an updated FAQ) that would be circulated and placed on the website (language developed by the consultant team in coordination with MCPS)

TASK 4.4B AREA-WIDE OPEN PUBLIC MEETINGS (5-6 MEETINGS)

(February 24- April 24)

Five or six open public meetings throughout the county that:

- Seat people at round tables with facilitator at each table. Facilitator will be responsible for taking notes on a written worksheet.
- Plan for about 200-250 people at each meeting with plans for overflow if needed
- Meet in school cafeterias (or gyms) in convenient locations as determined with MCPS staff
- Meetings will be 2 to 2 ½ hours long
- Meetings will focus on three things:
 - Continue to convey information about the ongoing boundary analysis process,
 - Share findings from Phase 1 and share additional data and analytical findings as it relates to issues heard in Phase 1

- The consultant team will use the interactive tool to help community members understand the implications of addressing the issues heard during Phase 1
- Interactive tool will be presented and there will be opportunity on tablets for people to utilize the tool

TASK 4.4C TARGETED MEETINGS - WITH "HARD TO REACH GROUPS" (UP TO 10)

(February 24 – April 24)

- A team member meets with small groups of people who are likely to be underrepresented in the open public meetings
- Examples of groups to target are: recent immigrants, language minorities, low income residents, and young adults (ages 21-35)
- Focus will be on attending pre-existing meetings (i.e. church groups, ethnic organizations, neighborhood associations, etc.) as well as convening small groups of people from different organizations; outside pre-existing meetings, these targeted meetings will be 10-20 people
- Content shared and discussed in the meeting will be similar to what is shared in the open public meetings
- Interactive tool will be presented; opportunity on tablets for people to utilize the tool

LIVESTREAMING AND ONLINE INPUT TOOLS

(March and April)

- **Livestreaming:** At least one of the large open public meetings will be livestreamed using the equipment, tools, and personnel that MCPS uses for other meetings they livestream for. The exact date of this meeting will be determined during early November.
- **Online Input:** On the website, a simple tool would be available for residents to view a recording of the livestream, access Phase 2 materials, and provide input and ideas related to Phase 2 content.

Task 4 OVERALL DELIVERABLES

- *Report outlining engagement strategy, list of participants, and summary of issues and topics discussed during each of the community engagement sessions conducted by the WXY team.*

TASK 5 FINAL REPORT AND PRESENTATION

WXY team will prepare an interim and a final report that will summarize the analyses, findings and community feedback completed up to the time of the reporting. We will prepare graphically compelling narratives that uses cutting edge data representation techniques to enable full comprehension of complex concepts. Ideally, we will include yet another round of community engagement at the end of the interim report to ensure that all the diverse opinions are articulated correctly in the final report.

TASK 5.1 INTERIM REPORT

Using all the analysis from Task 3.1, WXY team will produce a draft Existing Conditions Analysis Report that includes the component deliverables generated throughout Task 3.1. This Report will include an atlas of opportunities and constraints. MCPS project manager will be responsible for compiling all Staff team comments and submitting a merged set of

comments and requested changes to the WXY team. Upon receipt of the comments, WXY team will provide an updated draft report at no additional cost.

Task 5.1 Deliverable: *Interim report outlining summary of steps, community engagement and solicited feedback using graphically compelling narrative. WXY team will prepare the report and submit it digitally for review. WXY team will provide an updated draft of the Interim Report addressing the requested changes to an extent possible.*

TASK 5.2 FINAL REPORT

Based on inputs solicited under Task 4, Task 5.1 and Task 5.2, WXY will generate final exiting conditions report with the supporting maps, illustrations and KPI dashboard profiles as necessary. WXY staff will work closely with MCPS's Project Manager to ensure that staff team's inputs are received in a timely manner before preparing a final version of the report.

Task 5.2 Deliverable: *WXY team will create a digital copy of the final existing condition report that will be circulated with the Commission staff team for a final round of inputs. Following the round of inputs from MCPS staff, WXY team will revise the report and provide a digital and two (2) hard bound copies of the final report.*

Task 5 OVERALL DELIVERABLES

- *WXY team will prepare a digital and (2) hard bound copies of Interim Report and deliver to the MCPS team by February 28 2020.*
- *WXY team will prepare a digital and (2) hard bound copies of Final Report incorporating all the comments till date no later than June 01 2020*
- *WXY team will summarize key findings from the project, including key themes from community engagement process into a presentation format as agreed upon with MCPS staff.*

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is entered into as of August 29, 2019 (the “Effective Date”) by and between THE BOARD OF EDUCATION OF MONTGOMERY COUNTY, which operates a system of public schools commonly known as Montgomery County Public Schools (hereinafter referred to as “MCPS”), and WXY architecture + urban design, a corporate entity duly authorized to conduct business in the State of Maryland (hereinafter referred to as the “Contractor” or “WXY”), each referred to individually as a “Party” and collectively as the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCPS and the Contractor agree as follows:

ARTICLE I. STATEMENT OF WORK

The Contractor agrees to provide the deliverables, products, and/or services as further elaborated in the MCPS Request for Proposals (“RFP”) No. 4886.1, which is attached hereto and incorporated herein as Attachment A and the Contractor’s Response, including its Best and Final Offer, which is attached hereto and incorporated herein as Attachment D. In addition, the research plan that is generated as a result of the planning retreat shall be incorporated into Attachment D by reference. The Consultant’s successful completion of analytical and research tasks outlined in Attachment D are contingent upon the receipt of student data in timely manner that is well-documented and reliable.

ARTICLE II. TERM

This Agreement shall be for a period of performance beginning on the Effective Date indicated above and continue until August 31, 2020, unless sooner terminated or extended as provided in the MCPS General Contract Articles (as referenced in Article VI below).

ARTICLE III. PROJECT CONTACTS

The designated MCPS Project Contact(s) who will oversee and coordinate the Contractor’s work shall be:

Ms. Essie McGuire
Executive Director
Office of the Chief Operating Officer
850 Hungerford Drive, Room 149, Rockville, MD 20850
240-740-3050
Essie_McGuire@mcpsmd.org

The designated Contractor Project Contact(s) shall be:

Adam Lubinsky
Managing Principal
WXY architecture + urban design
224 Centre Street, Fifth Floor, New York, NY 10013
202.219.1953 (ext 17)

Kushan Dave (Project Manager)
Director
WXY architecture + urban design
224 Centre Street, Fifth Floor, New York, NY 10013
202.957.8209

Each party may change its designated project contact by giving written notice to the other Party.

ARTICLE IV. PAYMENTS

The total cost for the deliverables, products, and/or services to be provided under this Agreement shall not exceed \$475,000 as approved by the Board of Education on August 29, 2019, unless otherwise agreed to by a written amendment duly executed by the Parties. The Contractor shall be paid in accordance with Article 8 of the MCPS General Contract Articles.

ARTICLE V. GENERAL CONTRACT ARTICLES

The MCPS General Contract Articles are incorporated herein and made a part of this Agreement as Attachment B.

ARTICLE VI. DATA SHARING AND STUDENT PRIVACY REQUIREMENTS

The following provisions, in addition to and consistent with the data collection and confidential information provisions set forth in Article 18 of the MCPS General Contract Articles, shall together constitute the data sharing agreement between the Parties as required by MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*.

A. Purpose and Scope

- 1) For the use of the Contractor's deliverables, products, and/or services for the purposes set forth in Article I, MCPS is required to provide certain personally identifiable information (as defined in Section 18 of the MCPS General Contract Articles) to the Contractor. Personally identifiable Confidential Information that MCPS will provide to the Contractor include the information described in Attachment C, which may be updated by mutual written agreement of the Parties subsequent to the planning retreat. All other information identified in Attachment C that is not personally identifiable shall be considered as Confidential Information (as defined in Section 18 of the MCPS General Contract Articles).

- 2) Other than the Confidential Information indicated in the Attachment C, no other personally identifiable information shall be provided by MCPS.

B. Use of Confidential Information

- 1) The Contractor acknowledges that for the purposes of this Agreement, it will be designated as a “school official” with “legitimate educational interests” in MCPS education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the FERPA limitations as well as those limitations established by state law and regulation, including Code of Maryland Regulations (COMAR) 13A.08.02, and requirements imposed on school officials. The Contractor will use Confidential Information only for the purpose of fulfilling its duties under this Agreement for MCPS’ benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by MCPS.
- 2) MCPS hereby consents to Contractor’s use of Public Engagement Associates, Transpar Group and CARTO as subcontractors and/or third party service providers provided that the Contractor and its subcontractors and/or third party service providers abide by this Agreement and follow the non-disclosure requirements set forth in Article 18.C.6. of the MCPS General Contract Articles.
- 3) Subject to the terms of this Agreement, the Contractor will ensure that no data will be accessible to any other employees and contractors, or any other persons outside of MCPS, other than these individuals set forth in the chart below, except that this list of individuals may be amended as mutually agreed in writing by the parties and subject to all of the terms of this Agreement:

| <u>Name:</u> | <u>Title:</u> | <u>Purpose for Accessing Data:</u> |
|---------------------|--|--|
| Kushan Dave | Director (WXY) | Boundary analysis related tasks as outlined in the scope of work |
| Adam Lubinsky | Managing principal (WXY) | Boundary analysis related tasks as outlined in the scope of work |
| Mario Giampieri | Urban Planner (WXY) | Boundary analysis related tasks as outlined in the scope of work |
| Raphael Laude | Urban Planner (WXY) | Boundary analysis related tasks as outlined in the scope of work |
| Cara Michell | Senior Planner (WXY) | Boundary analysis related tasks as outlined in the scope of work |
| Tom Platt | Founder and Vice President (Schoolbus Consultants, Transpar Co.) | Boundary analysis related tasks as outlined in the scope of work |
| Brooks Brenkus | Consultant (Schoolbus Consultants, Transpar Co.) | Boundary analysis related tasks as outlined in the scope of work |

C. Data Retention and Destruction

- 1) Prior to destroying or permanently deleting Confidential Information pursuant to Article 18 of the MCPS General Contract Articles, the Contractor shall provide MCPS with files of raw data, summary data, and reports generated using such Confidential Information.
- 2) Encryption. The Contractor assures MCPS that the Contractor's deliverables, products, and/or services are only accessible via https and all public network traffic is encrypted with industry standard encryption. Encryption of data at rest will be implemented for all stored data.

ARTICLE VII. OTHER PROVISIONS


- A. In the event any terms of this Agreement or the MCPS General Contract Articles are inconsistent with (1) the Contractor's documents included herein as part of Attachment D; (2) or any other Contractor documents (e.g., proposals, quotes, terms of use, privacy policies, or pricing) sent or received in connection with this procurement or posted generally by the Contractor, the terms contained in this Agreement and the MCPS General Contract Articles shall prevail over the terms contained in (1) and (2) above, unless otherwise agreed to in an amendment to this Agreement, duly executed by the Parties. The Contractor agrees to notify the MCPS Project Contact(s) in writing of any changes to such Contractor documents at least 30 days in advance. Any changes that are inconsistent with this Agreement or materially alter the obligations of the Parties under this Agreement shall not apply to MCPS, without MCPS' express written consent. In no case will the Contractor alter how Confidential Information is collected, used, or shared under the terms of this Agreement without 30 days advance notice and express written consent from MCPS.
- B. The Parties' obligations under Articles VI, as well as any other of the Parties' obligations and warranties herein or in the MCPS General Contract Articles, which directly or indirectly are intended by their nature or by implication to survive the Parties' performance, shall survive the expiration, cancellation, or earlier termination of this Agreement.
- C. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Each Party may rely on facsimile or Adobe Portable Document Format (PDF) signature pages as if such facsimile or PDF signature pages were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above-written.

WITNESS:

BOARD OF EDUCATION OF
MONTGOMERY COUNTY operating
MONTGOMERY COUNTY PUBLIC SCHOOLS

By: 

Shebra L. Evans
President

Date: _____

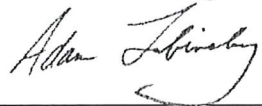
By: 

Jack R. Smith, Ph.D.
Superintendent of Schools

Date: _____

WITNESS:

WXY architecture + urban design.

By: 

Adam Lubinsky

Date: 10-18-2019

ATTACHMENT A
(RFP 4886.1)



MONTGOMERY COUNTY PUBLIC SCHOOLS

www.montgomeryschoolsmd.org

MARYLAND

301-279-3555

June 25, 2019



RFP Number: 4886.1
Due Date: July 15, 2019
Open Time: 2:00 p.m.

To: Prospective Respondents:

The purpose of this Request for Proposal (RFP) is to solicit and engage one or more professional and knowledgeable organization(s) to serve as External Consultant(s) to conduct a comprehensive analysis of the school and cluster boundaries for student assignment in Montgomery County Public Schools (MCPS). This review will analyze data including, but not limited to: school facility utilization and capacity; student demographics; school and cluster boundaries; articulation patterns; transportation patterns and distances; and geographic proximity and features. This review will offer findings and observations on the impact and effect on these factors of the current school and cluster student assignment boundaries, as well as what possibilities exist for future boundary modifications to align student assignment patterns with Board of Education policy.

A pre-proposal conference will be held on July 9, 2019 from 9:00 – 11:00am at 45 W. Gude Dr., Rockville, MD 20850 in the Pine Conference Room, 3rd Floor. Questions regarding the RFP must be submitted by the close of business, 4:00 p.m., on July 3, 2019. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on July 8, 2019.

Please respond according to the instructions provided in the attached. Proposals must be received on or before 2:00 p.m., on July 15, 2019, 2019. Proposals received after this date and time will not be considered. Proposals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals 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 CD or flash drive and five (5) separate copies of the proposal. The proposal 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

Procurement Unit

45 West Gude Drive, Suite 3100 ♦ Rockville, Maryland 20850-9999

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

Request for Proposal No. 4886.1, Boundary Analysis Consultant

1.0 INTENT

The purpose of this Request for Proposal (RFP) is to solicit and engage one or more professional and knowledgeable organization(s) to serve as External Consultant(s) to conduct a comprehensive analysis of the school and cluster boundaries for student assignment in Montgomery County Public Schools (MCPS). This review will analyze data including, but not limited to: school facility utilization and capacity; student demographics; school and cluster boundaries; articulation patterns; transportation patterns and distances; and geographic proximity and features. This review will offer findings and observations on the impact and effect on these factors of the current school and cluster student assignment boundaries, as well as what possibilities exist for future boundary modifications to align student assignment patterns with Board of Education policy.

On January 8, 2019, the Board of Education adopted the following resolution:

Resolved, That the superintendent of schools hire a consultant, through the Request for Proposal process and with the approval from the Board of Education, to review school boundaries in light of revised Policy FAA, *Educational Facilities Planning*, gather information and data regarding current school boundaries, benchmark with comparable school systems, and collect community input on the opportunities and challenges related to boundary setting using multiple methods and venues, including but not limited to Capital Improvements Program hearings in fall 2019; and be it further

Resolved, That the consultant present the findings and options to the Board of Education and the superintendent of schools with all deliberate speed, no later than spring 2020, and that the findings and options explore potential modifications to current school boundaries that comport to the four factors in Policy FAA, *Educational Facilities Planning*: student demographics, geography, stability of assignments over time, and facility utilization; and be it further

Resolved, That, after receiving the consultant's report, the Board of Education determine next steps, including how to obtain feedback from the community.”

The full text of this resolution can be viewed [HERE](#). This RFP is issued to implement the Board of Education's adopted resolution. Vendors must demonstrate knowledge of and experience with school systems of comparable size and demographic characteristics; experience facilitating community meetings; experience with broad community outreach and engagement, and a wide range of engagement strategies; knowledge of and experience with boundary assignment processes; and experience with large scale, multi-variate data analysis.

2.0 INTRODUCTION

MCPS, which is operated by the Board of Education of Montgomery County, is the 14th largest school system in the United States, and the largest in the state of Maryland. MCPS currently serves more than 162,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2019 Operating Budget of approximately \$2.59 billion, MCPS employs more than 23,300 employees. Among the 206 schools that MCPS operates, 37 are National Blue Ribbon schools. Six MCPS high schools rank in the top 200 of The Washington Post 2015 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.

Our Mission

- Every student will have the academic, creative problem solving, and social emotional skills to be successful in college and career.

Our Vision

- We inspire learning by providing the greatest public education to each and every student.

Our Core Purpose

- Prepare all students to thrive in their future.

Our Core Values

- Learning
- Respect
- Relationships
- Excellence
- Equity

Click [HERE](#) for more detail on the MCPS core values.

Our 206 schools

- 134 elementary schools
- 40 middle schools
- 25 high schools
- 1 career and technology center
- 5 special schools
- 1 alternative education program

Our students

Demographics

- 32.3 percent Hispanic/Latino
- 28.3 percent White
- 21.4 percent Black or African American

- 14.4 percent Asian
- ≤ 5.0 percent Two or more races
- ≤ 5.0 percent American Indian or Alaskan Native
- ≤ 5.0 percent Native Hawaiian or other Pacific Islander

Services

- 17.5% participate in English for Speakers of Other Languages (ESOL)
- 11.7% receive special education services
- 35.1% participate in Free and Reduced-price Meals System (FARMS)

Montgomery County Public Schools has experienced dramatic enrollment growth for many consecutive years, as well as dynamic changes in the demographic characteristics of the student body population. Since the 2009-2010 school year, total enrollment has increased by 20,903 students, with a nearly 30,000 student net increase since 2000. While the rate of enrollment growth appears to be slowing at this time, enrollment projections continue to trend upward for the next several years and the growth rate is expected to increase again as residents births remain over 13,000 per year.

Demographic trends have shifted during this time period as well. In 2005, 9.7 percent of students were receiving ESOL services, while 17.4 percent of students receive these services in the current school year. Similarly, in 2005, 22 percent of students participated in Free and Reduced-price Meals System (FARMS), with 35.1 percent of students participating in FARMS in the current school year.

MCPS has taken several steps recently to adapt the school system's educational facility planning and capital budget processes to this dynamic enrollment environment as well as to the changing planning and land use environment of Montgomery County. The Board of Education adopted revised [Policy FAA, *Educational Facilities Planning*](#), on September 24, 2018. The revised policy integrates multiple capital facility planning objectives into one capital planning and budget continuum; revises processes for determining boundaries for student assignment; and updates community engagement models to reflect current day communication patterns and trends.

Policy Context

The 206 schools of MCPS are organized into a cluster model. Each cluster consists of one high school and the middle and elementary schools that articulate to that high school. Policy FAA identifies four factors to be considered in determining boundaries for student assignment: student demographics, geography, stability of assignments over time, and facility utilization. For any given school, cluster, or geographic area requiring a change in student assignment boundary, boundary options are developed by MCPS staff that advance one or more of the four factors. Staff conducts broad community outreach on the boundary process and options. Following this process, the Superintendent recommends a boundary assignment option for the Board of Education. The Board puts forward boundary assignment alternatives for public comment, then makes a final decision on the student assignment boundary for the identified school, cluster, or geographic area. At each stage of this process, boundary options and alternatives that are developed must identify the extent to which they advance each of the four factors for consideration in Policy FAA.

The revisions to Policy FAA adopted on September 24, 2018, included the following changes pertinent to determining student boundary assignments:

- More explicitly increased the breadth and range of strategies to employ to increase community outreach and engagement in the boundary review process;
- Retained the four factors for consideration in determining student boundary assignment;
- Added language detailing and defining what kinds of elements are considered within each factor;
- More explicitly specified that in examining boundary assignments options should consider adjacent schools and adjacent clusters to the identified boundary area; and
- Stated that options should “especially strive” to create a diverse student body population in each affected school.

The following links are to videos of Board of Education discussions and media accounts that may provide additional background and context on these policy changes.

- Policy Management Committee discussion of the revisions to Policy [FAA September 13, 2018](#)
- Board of Education discussions of the revisions to [Policy FAA, action September 24, 2018](#)
- Media accounts, including newspaper articles and Kojo Nnamdi program are listed below:
 1. Community Members Divided Over Montgomery School Boundary Analysis - <https://www.mymcmedia.org/community-members-divided-over-montgomery-school-boundary-analysis/>
 2. MCPS Superintendent: ‘We Need To Talk About Students Respectfully’ - <https://bethesdamagazine.com/bethesda-beat/schools/mcps-superintendent-we-need-to-talk-about-students-respectfully/>
 3. MCPS Hosts Boundary Assessment Community Conversations - <https://www.mymcmedia.org/mcps-hosts-boundary-assessment-community-conversations/>
 4. How Students In Montgomery County Are Leading The Push For School Redistricting - <https://wamu.org/story/19/04/02/how-students-in-montgomery-county-are-leading-the-push-for-school-redistricting/>
 5. Education Activists Claim School Enrollment Projections Are Flawed - <https://bethesdamagazine.com/bethesda-beat/schools/education-activists-claim-school-enrollment-projections-are-flawed/>
 6. Colleagues Say Tenacity, Diplomacy Were Strengths of Student School Board Member - <https://bethesdamagazine.com/bethesda-beat/schools/colleagues-say-tenacity-diplomacy-were-strengths-of-student-school-board-member/>
 7. ‘It Won’t Change Unless We Address It’ - <https://bethesdamagazine.com/bethesda-beat/schools/it-wont-change-until-we-address-it/>
 8. Montgomery County bans new housing development due to school overcrowding - <https://www.wusa9.com/article/news/local/maryland/montgomery-county-bans-new-housing-developments-due-to-school-overcrowding/65-bea4b904-5131-4b17-8ed0-f0845461a06b>
 9. Kojo Roadshow: A Town Hall On School Diversity in Montgomery County - <https://thekojonnamdishow.org/shows/2019-02-28/kojo-roadshow-a-town-hall-on-school-diversity-in-montgomery-county>

Planning Context

The capital construction program for MCPS is approved as a six-year Capital Improvements Program (CIP) and approved in full on a biennial cycle with an opportunity for amendments in even-numbered fiscal years. The FY2020 Capital Budget and Amendments to the FY2019-2024 Capital Improvements Program was approved on May 23, 2019, and can be accessed from the following link: [HERE](#)

Together with the FY2020 Educational Facilities Master Plan, which will be published on July 1, 2019, these two documents frame the construction and facility planning context for MCPS. The CIP and Master Plan detail the funding and sequencing of major capital construction, a significant amount of which will provide additional capacity for student enrollment. The CIP and Master Plan also indicate areas where specific study is underway to identify facility solutions, ranging from construction to student reassignment, that are needed to address capacity or other facility issues.

This project analysis must take into account not only the currently approved capital construction and planning context, but also the recent years of construction and planning actions as well as the CIP that will be developed for the FY2020-2026 capital planning cycle. This recent, current, and upcoming capital construction and planning framework will serve as a foundation from which this analysis can build, while changes to the approved CIP and Master Plan are outside the scope of the project.

Additional Context

Student assignment can also occur through participation in an academic program offered in a school outside of the home school boundary. MCPS has numerous programs that student participate in through application and selection processes. This student assignment through program choice is important context related to boundary assignment but is outside the direct scope of this project.

In January, 2015, the Board of Education contracted with Metis Associates to conduct a review of choice programs in MCPS. This study resulted in an extensive report and implementation plan that is ongoing work for the district. For additional information on the choice study and its implications, click [HERE](#).

In September 2017, the Board of Education received a report from an external consultant, Education Strategy Group, on Career and Technology Education in MCPS. Click [HERE](#) to read the report and [HERE](#) to see the MCPS action plan on this area of programming.

3.0 SCOPE OF SERVICES

Following the Board of Education's approval of this project in its January 8, 2019, resolution, the Board of Education directed the Superintendent of Schools to solicit community feedback and input on the scope of services for this analysis. The purpose of this community engagement was to inform the development of this RFP and to ensure that the scope of services encompasses the interests and perspectives of our community. This section of the RFP reflects not only language from the Board of Education's January 8, 2019, resolution, but also the themes, comments,

concerns, suggestions, and overarching feedback received during the winter and spring community engagement process. For the full report of the community feedback, please click [HERE](#).

The Offeror must conduct a comprehensive analysis of school and cluster boundaries across the entire countywide MCPS school district. The analysis will include:

- an assessment of the degree to which the current boundaries facilitate or impede equitable use of facilities across the system;
- an assessment of the degree to which the current boundaries facilitate or impede facility utilization in terms of program capacity and enrollment in schools;
- an assessment of the degree to which the current boundaries facilitate or impede striving to create a diverse student body population in each school; and
- an assessment of the degree to which the current boundaries otherwise advance or inhibit the four factors in Policy FAA for consideration in boundaries: student demographics, geography, stability of assignments over time, and facility utilization.

The analysis must also include an assessment of the degree to which the current placement of magnet or other application/lottery academic programs in schools advances or inhibits the four policy factors in Policy FAA.

The Offeror will benchmark with comparable school systems to identify possible approaches and best practices to student assignment processes and patterns that could be applicable to the experience of Montgomery County Public Schools. As part of this benchmarking, the Offeror will analyze whether the factors utilized in MCPS would be implicated by any other commonly used factors in school boundary drawing, including student achievement. The project review will consider implications for MCPS in using any other factors.

The Offeror will not make specific recommendations for student reassignment. The boundary analysis must present findings related to the current state of school and cluster boundaries countywide; and potential opportunities to modify boundaries or change the location of magnet or other application programs that would maximize facility utilization, especially strive to create diverse student body populations, and further advance the four policy factors.

The Offeror must analyze the impact of the following features on both the current boundaries and any potential boundary modifications:

- **Facility utilization:** including the ability to reduce over-crowding through student reassignment to areas with available capacity, the use or reduction of relocatable classrooms, and the ability to reduce the need for new construction.
- **Student body demographics:** including the impact of boundaries on diversity among student body populations among schools in racial/ethnic composition of the student population, the socioeconomic composition of the student population, including student participation in the Free and Reduced Meals (FARMS) Program, the level of English language learners, and other reliable demographic indicators and participation in specific educational programs.

- **Transportation patterns:** including walking, public transit, and traffic patterns; the impact on school system provided transportation; and transportation as a factor in equitable access to after school and other extracurricular activities.
- **Geographic proximity to schools:** including the preservation or interruption of natural or defined neighborhood boundaries; distances to schools; contiguity of school and cluster boundaries; availability of walking routes to school for students; and major topographical features.
- **The concept of “community schools”:** including support services provided through non-profit or government partners to benefit students and families, community use of schools as public facilities, and equitable access to services as well as after school or other extracurricular activities.
- **Articulation and feeder patterns:** including split articulation within schools, and continuity of feeder patterns across and within school clusters.
- **Frequency of review:** including the pros and cons of a regular cycle of reviewing boundary assignments, and the impact on stability of assignment over time for students and families.

All potential modifications to existing boundaries presented or developed by the Consultant must reference and take into account the language in revised Policy FAA regarding the factors for consideration in determining school boundaries. The assessment and analysis may include the degree to which findings and possible modifications are consistent with or divergent from the policy language.

The Offeror must engage in mapping exercises that show visually whether possible boundary changes would positively impact the four policy factors and advance equitable facility utilization and diverse student body populations.

Offeror must include community outreach and engagement as part of the assessment process, and include community feedback as a component of the final report. Community engagement will include providing comment on the current state of school and cluster boundaries; opportunities and challenges of determining boundaries to advance policy objectives; and the opportunity to provide feedback on interim findings and analysis. Multiple methods and strategies will be employed to gather public feedback, and can include methods relying on technology as well as public forums. Offeror will be expected to provide outreach strategies in multiple languages, and to employ both traditional and non-traditional outreach strategies and approaches to reaching communities.

Offeror must provide a proposed timeline and work plan including the following elements:

- Data analysis
- Benchmarking with other jurisdictions
- Public input
- Interim status report to the Superintendent and Board
- Presentation of final report no later than June 1, 2020.

DELIVERABLES

The required deliverables for this project must include, but are not limited to, the following:

Planning retreat. The External Consultant shall convene and facilitate a planning retreat with MCPS staff promptly after the award of the contract and prior to beginning the project. This retreat will orient the Consultant to relevant data and other contextual information available within MCPS; identify other data sources as needed to complete the project; develop a list of school districts for benchmarking purposes; and review the proposed timeline and structure for the project.

Detailed project work plan. The External Consultant will develop a detailed project work plan, including a timeline for the review, as well as specific plans and timelines for undertaking each of the elements of the project. The Consultant will provide MCPS with a draft of the detailed work plan within one month of the award of contract. The draft will provide MCPS staff the opportunity for feedback to be addressed in the final work plan.

Community engagement plan. The Consultant shall provide, within one month of the award of contract, a detailed plan for community engagement at multiple stages of the project. This plan shall include a general timeline of community engagement points; a description of strategies and methods for community engagement and outreach; elements of both traditional and non-traditional outreach approaches; outreach in multiple languages; and a description of how the community feedback will be compiled, shared with MCPS staff, and reported to the public.

Facilitated community engagement with the Board of Education. In the fall of 2020, the External Consultant shall facilitate an interactive public engagement opportunity with the Board of Education and members of the public on the scope and work of the analysis. The purpose will be to engage the Board members and the public in facilitated interactive communication; to receive feedback and input from the public on the project; and to provide an opportunity for the community to hear and understand the complexity and multiple aspects of the project. The Consultant will propose a format and structure for this engagement; the final format and structure will be designed in consultation with MCPS and Board of Education staff.

Board member and senior leadership briefings. At the request of MCPS, the External Consultant shall collaborate with MCPS staff to brief the Board of Education and executive leadership on the status and progress of elements of the project.

Interim report. No later than February 15, 2020, the Consultant shall provide an interim report on the project to the Superintendent and Board of Education. This report shall include a status and summary of steps and work conducted to date; a summary of community engagement and feedback provided to date; and a preliminary report on the data analysis and benchmarking components of the project. A draft of the interim report will be provided to MCPS staff no later than January 8, 2020, to provide sufficient time for review and feedback, and the final version of the interim report will be available to the public.

Final report. No later than June 1, 2020, the Consultant shall provide a final report on the project to the Superintendent and the Board of Education. This report shall include:

- summary of the work and steps involved in completing the project;

- summary of community engagement and feedback collected throughout the project;
- final analysis of the data review;
- summative analysis of the benchmarking comparisons, including the implications or potential applications to MCPS;
- mapping exercises showing whether potential boundary changes positively impact the four factors and align boundaries with Board of Education policy;
- findings and observations on the current state of MCPS school and cluster boundaries and their impact on the four factors in Board policy;
- potential modifications that would positively impact the four factors and align student assignment patterns with Board policy; and
- analysis of any potential modifications that are identified and presented.

A draft of the final report will be provided to MCPS staff no later than April 15, 2020, to provide sufficient time for review and feedback, and the final version of the final report will be available to the public.

4.0 CONTRACT TERM

The initial term of contract shall be for one year as stipulated on the RFP. However, the contract may not begin until one day after approval by the Montgomery County Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to three (3) 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 vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

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

5.0 CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a Respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles.

6.0 REFERENCES

All Contractors shall include a list of a minimum of three references who use the Contractor's services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the Respondents' services. Include names of client,

contact person, email address and phone number of all references. Also, as an attachment, Contracts shall include a list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short listed Contractors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Contractor.

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

7.0 FORMAT OF RESPONSE

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

8.0 MANDATORY SUBMISSIONS

Each Contractor must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Contractors may request via e-mail to Mrs. Angela McIntosh Davis, Team Leader, MCPS Procurement Unit, at angela_s_mcintosh-davis@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

One (1) original and 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 July 15, 2019. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also may negotiate with the one Contractor who submits the best proposal or with two or more Contractors who are in the competitive range. Therefore, it is important that the Contractor's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the Contractor's proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the Contractor's qualifications and expertise. MCPS urges the Contractor to be specific and brief in their responses.

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

Complete Response must include:

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Department of Materials Management.

- Point-by-point Response to each section of the RFP
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 6.0 References.
- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding Respondent's financial condition).
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)

- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
- Current Form W-9
- A redacted copy of the Respondent's proposal as specified in Section 8.0.

All of these written deliverables described above shall be submitted in electronic format (MS Word) with at least five (5) hard copies. Absent good cause, payment for the services provided by the External Consultant(s) shall be contingent upon meeting the mutually agreed-upon deadlines.

MCPS reserves the right to engage the External Consultant(s) in providing future consultation and follow up regarding the MCPS curriculum.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 11.0. However, the Board reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards for different components of the scope of services.

The selected provider(s) must have demonstrated experience in providing alternative programs for students to obtain a high school diploma (as defined in Section 3) in similar institutions (e.g., school districts, departments of education, etc.).

In determining the qualifications of a contractor, MCPS will consider the contractor's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the contractor's record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any contractor if the investigation discloses that the contractor, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the contractor to perform the work, and the contractor shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the contractor or investigation of such contractor fails to satisfy MCPS that such contractor is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services.

All Contractor's submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Contractors also shall demonstrate that they have adequate

staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

MCPS reserves the right to add or delete vendors, as needed, should our requirements change during the contract term.

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the contractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that contractor marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: “Technical data contained in pages ___ of this proposal shall not be used or disclosed, except for evaluation purposes.”

Provided, that if a contract is awarded to this contractor as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 12.0.

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Contractors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the contractor in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a contractor, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the contractor to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words “**confidential**” or “**proprietary**.” The contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS

keeping the information confidential, the contractor must agree to defend and hold MCPS harmless if any information is inadvertently released. Each contractor must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

11.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Contractors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 12.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified Contractor(s) prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All Contractors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, Contractors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further.

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

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

contract or provide the services.

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

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

12.0 SCHEDULE OF EVENTS

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

| | |
|---------------------------------|---|
| RFP issued: | June 25, 2019 |
| Questions Due: | July 3, 2019 by 4:00pm |
| Post Responses: | July 8, 2019 |
| Pre-Proposal Conference: | July 9, 2019 from 9:00 – 10:30am, Pine Conference Room |
| Proposals Due: | July 15, 2019 by 2:00pm |
| Potential Interviews: | July 19, 2019 |
| Anticipated award date: | August 1, 2019 |

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

13.0 PRE- PROPOSAL CONFERENCE

A Pre-Proposal Conference for prospective contractors will be held on July 9, 2019 from 9:00 a.m. to 10:30 a.m, 45 W Gude Drive, Pine Conference Room, 3rd floor, Rockville, Maryland 20850. Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by 4:00 p.m. on July 3, 2019, 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 firms 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.

Firms 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 Emily Anderson, CPPB, contract administrator, fax number 301-279-3173, or e-mail Angela S_McIntosh-Davis@mcpsmd.org no later than July 7, 2019.

The following information is provided for contractors who wish to call into the pre-submission conference:

1. You must use a touch-tone phone to participate in an Instant Meeting conference.

2. Dial the appropriate access number.

Participants: Enter your numeric participant passcode followed by a # sign.

| | |
|------------------------------|----------------|
| Toll Free : | USA [REDACTED] |
| Participant Passcode: | [REDACTED] |

14.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Mrs. Emily E. Anderson, Contract Administrator, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to angela_s_mcintosh-davis@mcpsmd.org. Questions are due 4:00 p.m. on July 3, 2019. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on July 8, 2019. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a contractor in response to a request will be furnished to all contractors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed contractor's. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by contractors' with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

15.0 ADDENDA/ERRATA

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

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

16.0 eMARYLAND MARKETPLACE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at 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.

17.0 MULTI-AGENCY PARTICIPATION

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

18.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the contractor's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

19.0 BID PROTESTS

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

20.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Contractor will ensure that all private duty nurses abide by the provisions of the MCPS General Contract Articles. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal.

21.0 NOTICE TO BIDDERS

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

(See Next Page)

Type or print legibly in ink.

I. BIDDER INFORMATION:

As appropriate, check and/or complete one of the items below.

1. Legal name (as shown on your income tax return) _____
2. Business Name (if different from above) _____
3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Website _____

III. VENDOR'S CERTIFICATION:

Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

ATTACHMENT B
(MCPS General Contract Articles)

MCPS GENERAL CONTRACT ARTICLES

ARTICLE 1. DESCRIPTION AND GENERAL INTENT

For the purposes of these MCPS General Contract Articles, “MCPS” refers to the Board of Education of Montgomery County, which operates a system of public schools commonly known as Montgomery County Public Schools, and “Contractor” refers to the entity awarded a Contract pursuant to authorization by MCPS in accordance with applicable laws, Board of Education policies, and MCPS regulations. Together MCPS and the Contractor are collectively referred to as the “Parties” and each individually as a “Party.” The term “Contract” refers to these MCPS General Contract Articles and any other contract documents duly executed by the Parties that expressly incorporate these MCPS General Contract Articles by reference, as well as any request for proposals (RFP) or solicitation by MCPS, the Contractor’s proposal or bid in response, if satisfactory to MCPS in its sole discretion, and any Contract award notification issued by MCPS.

ARTICLE 2. MCPS PROJECT CONTACT

The MCPS Project Contact is responsible for the technical and programmatic aspects of the Contract and is the technical and programmatic liaison with the Contractor. The MCPS Project Contact is responsible for the review and approval of any and all deliverables, products, and/or services, and such other responsibilities as may be specified in the Contract. The MCPS Project Contact is not authorized to make any commitments, otherwise obligate MCPS, or make any changes which affect the Contract price, terms, or conditions. Any Contractor requests for changes to the Contract price, terms, or conditions shall be referred to the Director of the MCPS Department of Materials Management or designee (DMM Director). No such changes shall be made without the written authorization of the DMM Director. The MCPS Project Contact may be changed at any time, provided that notification of the change, including the name and address of the successor MCPS Project Contact, is provided to the Contractor in writing. Any written notice by the Contractor to MCPS required under the Contract shall be provided to the DMM Director, with a copy to the MCPS Project Contact, using contact information available on the MCPS website.

ARTICLE 3. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor is an independent contractor under the Contract and will in no way be considered to be an agent, partner, or employee of, or joint venture with, MCPS. Neither the Contractor nor its employees, agents, affiliates, or subcontractors will be entitled to any benefits, coverage, or other privileges made available to MCPS employees.

ARTICLE 4. KEY CONTRACTOR PERSONNEL

Any of the Contractor’s key personnel, identified as such in the Contract, are considered to be essential to the work being performed under the Contract. Prior to diverting any such key personnel to other programs, the Contractor shall notify the MCPS Project Contact reasonably well in advance and submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Contract. No diversion shall be made by the Contractor without the written consent of the MCPS Project Contact. Failure to obtain the approval of the MCPS Project Contact as required or to propose replacement personnel acceptable to the MCPS Project Contact may be cause for termination pursuant to Article 13. MCPS reserves the right to require that the Contractor replace any key personnel or any individual charged to the Contract at any point during the Contract term if MCPS determines that this action is in its best interests.

ARTICLE 5. CONTRACTOR RESPONSIBILITY

- A. The Contractor shall furnish all personnel, materials, products, tools, services, and facilities necessary to perform the requirements set forth in the Contract. All deliverables, products, and/or services required by the Contract shall be submitted to the MCPS Project Contact according to the kinds and

dates indicated in the Contract. MCPS has relied upon the professional ability and training of the Contractor as a material inducement to enter into the Contract. The Contractor hereby agrees that all of the Contractor's work shall be performed in a professional and workmanlike manner, through only qualified and appropriately trained personnel, and consistent with the highest industry standards in compliance with applicable federal, state, and county laws and regulations—it being understood that acceptance of the Contractor's work by MCPS shall not operate as a waiver or release of the Contractor's obligations.

- B. The Contractor acknowledges and agrees that time is of the essence with respect to its obligations under the Contract and that prompt and timely performance of all such obligations, including conformance with all timetables and other requirements of the Contract, is strictly required.
- C. The Contractor shall obtain any licenses or permits necessary for performance of the work required under the Contract. In the event the work to be performed by the Contractor must by law or regulation be provided by individuals who are licensed and/or certified to provide certain Professional Services, the Contractor shall only assign individuals to perform work under the Contract who are licensed and/or certified in accordance with applicable law, and all such individuals shall maintain their license and/or certification in good standing (not under review or subject to suspension) during the entire term of the Contract. "Professional Services" for the purpose of the Contract shall mean any service provided by a licensed, certified, or otherwise documented professional. Upon request by MCPS, the Contractor shall promptly submit documentation to the MCPS Project Contact that the individuals assigned to provide Professional Services under the Contract are properly licensed and/or certified.
- D. Any performance or bid bond obligations of the Contractor will be as described in the RFP or solicitation.
- E. Whenever the Contractor has knowledge that any actual or potential situation (including, but not limited to, labor disputes) delaying or threatening to delay the timely performance of the work under the Contract or a force majeure event as described in Article 7, the Contractor shall immediately give written notice, including all relevant information, to the DMM Director.
- F. The Contractor shall comply with all applicable federal, state, and county laws and regulations, as well as all applicable safety requirements, Board of Education policies, and MCPS regulations issued by the Superintendent of Schools. Board of Education policies and MCPS regulations are available at this link: www.montgomeryschoolsmd.org/departments/policy/. This obligation includes but is not limited to Board of Education Policy ACA, *Nondiscrimination, Equity, and Cultural Proficiency* ("Board Policy ACA"), which prohibits discrimination based on actual or perceived personal characteristics, including race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations. Consistent with Board Policy ACA and applicable federal, state, and county laws and regulations, the Contractor will not discriminate against any of its employees or applicants for employment because of the actual or perceived personal characteristics listed above. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to these actual or perceived personal characteristics. In addition, the Contractor agrees to provide such accommodations as are required under federal, state, and county laws and regulations, including but not limited to the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973.
- G. The Contractor shall provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its implementing regulations, Board of Education Policy IGN, *Preventing Alcohol, Tobacco, and other Drug Abuse in Montgomery County Public Schools*, and MCPS Regulation COF-

RA, Alcohol, Tobacco, and other Drugs on Montgomery County Public Schools Property.

- H. Violation of this Article constitutes a breach of contract for which MCPS may terminate the Contract pursuant to Article 13 and/or pursue any other appropriate remedy.

ARTICLE 6. SUBCONTRACTORS

Work performed under the Contract shall not be subcontracted without advance written approval of the DMM Director; nor shall any substitution of subcontractors be made without such advanced approval in writing. The Contractor shall include provisions in its subcontracts requiring its subcontractors to comply with the Contract, to indemnify, defend, and hold harmless MCPS, and to provide insurance coverage for the benefit of MCPS, in a manner consistent with the Contract. The Contractor also shall cause its employees, agents, affiliates, and subcontractors to comply with the Contract and adopt such review, audit, and inspection procedures as are necessary to assure such compliance.

ARTICLE 7. FORCE MAJEURE

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic event. Should there be such an occurrence that impacts the ability of either Party to perform its responsibilities under the Contract, the nonperforming Party shall give immediate written notice to the other Party to explain the cause and probable duration of any such nonperformance. If the DMM Director determines that a failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of MCPS to invoke Articles 12 and 13.

ARTICLE 8. PAYMENT TERMS AND CONDITIONS

- A. The Contractor certifies that all information the Contractor has provided or will provide to MCPS is true and correct and can be relied upon by MCPS in awarding, modifying, making payments, or taking any other action with respect to the Contract including resolving disputes. Any false or misleading information is a ground for MCPS to terminate the Contract pursuant to Article 13 and/or pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the Contractor's obligations, and produces reliable financial information.
- B. The prices, rates and other compensation for work performed is as described in the Contract.
- C. The Contractor's invoices shall be approved for payment by the MCPS Project Contact only after the MCPS Project Contact is satisfied that the Contractor is performing the work and has prepared the invoice as required by the Contract. Prior to approving any Contractor invoices for payment, MCPS, through any authorized representative, has the right at all reasonable times to inspect, or otherwise evaluate, the work performed or being performed at the premises on which it is being performed. If any inspection or evaluation is made by MCPS on the premises of the Contractor or any of its subcontractors, the Contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of MCPS representatives in the performance of their duties. All inspections and evaluations shall be performed so that they will not unduly delay the work.
- D. Within thirty (30) days after receipt of each invoice and accepting the work, MCPS shall, except as provided in the Contract, pay for the work performed when approved by the MCPS Project Contact. A payment schedule will be jointly developed between MCPS and the Contractor. MCPS reserves the right to submit payment using an electronic payment method, such as credit card, Single Use Account, or Automated Clearing House. The Contractor shall not assess MCPS with any additional charge, fee, or price for the use of these electronic payment methods.

- E. Regardless of any other provisions of the Contract, failure of the Contractor to submit required reports when due or failure to perform or deliver acceptable work, deliverables, products, or services will result in MCPS withholding payments under the Contract unless such failure arises pursuant to Article 7 and without the fault or negligence of the Contractor. MCPS shall promptly notify the Contractor of its intention to withhold payment of any invoice submitted.
- F. MCPS is tax exempt as a governmental entity. The Contractor shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for its work. MCPS assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees, agents, affiliates, and/or subcontractors by reason of the Contract.
- G. If at any time MCPS determines that a cost for which payment has been made is a disallowed cost, such as overpayment, MCPS shall notify the Contractor in writing of the disallowance or claim for unallowable costs. MCPS shall also state the means of correction, which may be, but shall not be limited to, adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

ARTICLE 9. CHANGES

The DMM Director may, at any time, make non-material changes that are within the original general scope of the Contract and the RFP or solicitation in any one or more of the following: (i) specifications or statement of work, and (ii) place of performance or delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of the Contract, whether changed or not changed by any such order, an equitable adjustment shall be made: (i) in the Contract price or time of performance or both; and/or (ii) in such other provisions of the Contract as may be so affected; and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this Article must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change, however, if the DMM Director decides that the facts justify such action, the DMM Director may receive and act upon any such claim asserted at any time prior to final payment under the Contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Article 15.

ARTICLE 10. AUDIT AND DOCUMENT RETENTION

During the term and for three (3) years thereafter, the Contractor shall: (i) maintain complete and accurate books and records regarding its business operations relevant to the calculation of amounts payable under the Contract and any other information relevant to the Contractor's compliance with the terms and conditions of the Contract; and (ii) upon MCPS' request, make such books and records, as well as any of its employees, agents, affiliates, or subcontractors who might reasonably have information related to such records, available during normal business hours for inspection and audit by MCPS or its authorized representative, provided that MCPS shall: (a) provide the Contractor with reasonable prior notice of any audit; (b) undertake an audit no more than once per calendar year, except for good cause shown; and (c) conduct or cause to be conducted such audit in a manner designed to minimize disruption of the Contractor's normal business operations.

ARTICLE 11. TERM OF CONTRACT

Unless otherwise specified in the Contract, the term of Contract shall be for one year, provided that the Contract is not terminated pursuant to Article 12, 13, or 14. After the initial term, MCPS, in its sole discretion, reserves the right to extend the Contract if agreed to by both Parties.

ARTICLE 12. TERMINATION FOR CONVENIENCE

The Contract may be terminated in whole or in part by MCPS whenever the Superintendent of Schools, or an authorized designee, determines that such a termination is in MCPS' best interest. Any such termination shall be effected by delivery of a notice of termination to the Contractor, at least ten (10) business days prior to the termination date. The notice of termination shall specify the extent to which performance shall be terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive just and equitable compensation for any work completed, as determined by MCPS, but no amount shall be allowed for anticipated profit on unperformed work. In the event of such termination, all finished and unfinished deliverables, documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall become the property of MCPS.

ARTICLE 13. TERMINATION FOR CAUSE

A. Termination for Cause by MCPS

1. If, through any cause (other than as set forth in Article 7), the Contractor fails to fulfill in a timely manner its obligations under the Contract, or if the Contractor violates any of the covenants, agreements or stipulations of a Contract (hereinafter a "Default"), MCPS shall have the right to terminate the Contract, in addition to MCPS' remedies in the Contract and all other rights available at law or in equity. Such termination shall be effected by MCPS delivering a written notice of termination to the Contractor, which notice may, in the sole discretion of MCPS, provide for a period of up to thirty (30) days for the Contractor to cure the Default. If MCPS provides for an opportunity to cure the Default and the Default is not remediated within the specified period, as determined by MCPS, MCPS shall issue a final notice of termination specifying the effective date of such termination.
2. A Contractor bankruptcy or bankruptcy event shall be deemed grounds for a termination for cause.
3. In the event of such termination for cause, all finished and unfinished deliverables, documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall become the property of MCPS.
4. A termination for cause is a termination for convenience if the termination for cause is later found to be without justification.
5. The Contractor shall be entitled to receive just and equitable compensation for any work completed prior to termination, as determined by MCPS, but no amount shall be allowed for anticipated profit on unperformed work.
6. Notwithstanding the foregoing provisions, the Contractor shall not be relieved of liability to MCPS for damages sustained by MCPS by virtue of any breach of Contract by the Contractor for the purposes of set off, until the exact amount of said damages is ascertained.

B. Termination for Cause by the Contractor

1. If, through any cause (other than as set forth in Article 7), MCPS is in breach of the Contract and has not cured such breach within thirty (30) days of written notice from the Contractor specifying the same, the Contractor shall have the right to immediately terminate the Contract. Such termination shall be effected by delivering a notice of termination to the DMM Director specifying the effective date of such termination.

ARTICLE 14. NON-APPROPRIATION

If the term of the Contract, or any Contract extension, extends beyond the end of the MCPS fiscal year (July 1 to June 30) in which the Contract was awarded or extended, and the approved MCPS budget for the subsequent fiscal year does not appropriate sufficient funds that may be utilized for the Contract, the Contract shall no longer be in force and effect upon the expiration of the current fiscal year funding. In this event, upon expiration of the current fiscal year funding, MCPS shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under the Contract, and the Contractor shall not be obligated to perform any further work under the Contract. If the approved MCPS budget for the subsequent fiscal year reduces funding available for the Contract, MCPS shall have the option, in its sole discretion, to cancel the Contract with no liability occurring to MCPS, or offer a Contract amendment to the Contractor reflecting the reduced amount, which the Contractor may accept in lieu of termination.

ARTICLE 15. DISPUTES

The Parties shall collaborate to resolve any disputes arising under the Contract. In the event that the Parties are not able to resolve a dispute concerning a question of fact arising under the Contract, the dispute shall be submitted in writing to the DMM Director for a determination. The Contractor may appeal the decision of the DMM Director in writing to the Superintendent of Schools, whose decision shall be final. This Article does not preclude consideration of questions of law arising under the Contract, provided that nothing in the Contract shall be construed as making final the decision of any MCPS official, representative, or the Board of Education on a question of law. **THE PARTIES SPECIFICALLY AGREE THAT NO DISPUTE OR CAUSE OF ACTION ARISING OUT OF THE CONTRACT SHALL BE SUBMITTED TO ARBITRATION OR MEDIATION, AND THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY COURT OF COMPETENT JURISDICTION OR ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ONE AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACT, OR ANY RELATIONSHIP OF MCPS AND THE CONTRACTOR HEREUNDER.**

ARTICLE 16. CONTRACTOR INTEGRITY, ETHICS, AND CONFLICTS OF INTEREST

- A. The Contractor is prohibited from using the services of MCPS employees or officials (including Board of Education members) in performing the Contract. Former employees or officials may be used, provided that a 12-month period has elapsed since their last employment at MCPS. A former MCPS employee or official, may not assist or represent the Contractor for compensation in any case, controversy, dispute, contract, or other specific matter involving MCPS, if that case, controversy, dispute, contract, or other specific matter is one in which the former employee or official significantly participated as an employee or official.
- B. No official or employee of Maryland, Montgomery County, or MCPS shall benefit from or receive any money as a result of the Contract. This prohibition does not apply to contracts with MCPS employees or officials who contracted in their own name.
- C. The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, partners, employees, agents, affiliates, or subcontractors directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, and county laws and regulations.
- D. The Contractor agrees to review and at all times abide by the Board of Education Policy BBB, *Ethics* (“Board Policy BBB”). In addition, the Contractor shall have an affirmative obligation to disclose in writing to the DMM Director any actual or potential conflicts of interest as identified in Board Policy BBB, and neither the Contractor nor any of its officers, directors, partners, employees, agents, affiliates, or subcontractors shall take any action that they know or should have reason to know would result in

any MCPS official or employee violating Board Policy BBB.

- E. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- F. Violation of this Article constitutes a breach of contract for which MCPS may terminate the Contract pursuant to Article 13 and/or pursue any other appropriate remedy.

ARTICLE 17. PUBLICATION AND PUBLICITY

MCPS may, in its sole discretion, make the Contract publically available on the MCPS website or otherwise. The Contractor shall not, without consultation and consent by MCPS, (i) originate any report, publication, presentation, publicity, news release, or other announcement, written or oral, relating to the Contract or any results achieved pursuant to the Contract (hereinafter "Publication"); or (ii) use any names, trademarks, or logos of MCPS, except as necessary to perform the work of the Contract. To the extent that MCPS agrees to any such Publication regarding the Contract, the Contractor shall abide by the following terms:

- A. The primary purpose shall be to disseminate information about the work rather than to promote the Contractor's accomplishments or knowledge.
- B. Such Publication shall prominently display or acknowledge MCPS support and include the following disclaimers: (i) the contents of this publication do not necessarily reflect the views or policies of MCPS; and (ii) the mention of trade names, commercial products, or organizations does not imply endorsement by MCPS.
- C. The Contractor shall abide by the provisions of Article 18 and any other data-sharing agreement between the Parties.

ARTICLE 18. DATA COLLECTION AND CONFIDENTIAL INFORMATION

- A. The Contractor shall comply with all federal, state, and county laws and regulations applicable to the Contract regarding data collection, privacy, and security, including but not limited to the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, (PPRA) 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable Board of Education policies and MCPS regulations, including but not limited to MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*, MCPS Regulation JOA-RA, *Student Records*, and MCPS Regulation JFF-RA, *Federal Requirements for Use of Protected Student Information*.
- B. Questionnaires, survey instruments, or any other form of data collection from MCPS students, staff, parents/guardians or others pursuant to the Contract or otherwise must be reviewed and approved by the MCPS Office of Shared Accountability prior to use as required by MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*.
- C. Access to Confidential Information
 - 1. To assist the Contractor in its work under the Contract, MCPS may disclose to the Contractor, either in writing or orally, records or information which MCPS deems to be proprietary and/or confidential (hereinafter, "Confidential Information"). For purposes of the Contract, Confidential Information

is any information or data labeled or identified as confidential in the Contract or at the time of disclosure. This definition and the obligations of this Article shall not extend to any information that: (i) the Contractor possesses prior to acquiring it from MCPS; (ii) becomes available to the public or trade through no violation by the Contractor; or (iii) is developed by the Contractor independently of and without reliance on confidential or proprietary information provided by MCPS.

2. Confidential Information also includes any and all “Personally Identifiable Information” regarding MCPS students, parents/guardians, employees, or others in any medium, including but not limited to any user-generated content that MCPS students, parents/guardians, employees, or others (“MCPS Users”) input to access or use the Contractor’s deliverables, products, and/or services (e.g., log-in information or responses to assessment questions), as well as “Metadata.” Metadata includes but is not limited to: information about how long a MCPS User took to perform a task; information about how long a MCPS User’s mouse hovered over an item; keystroke data; location data; or other data about the MCPS User’s use of the Contractor’s deliverables, products, and/or services that has not been stripped of all direct and indirect identifiers. With respect to MCPS students, Personally Identifiable Information, as defined under applicable law, includes:
 - a. A student’s name;
 - b. The name of the student’s parent/guardian or other family members;
 - c. The address of the student or student’s family;
 - d. A personal identifier, such as the student’s social security number, student number, or biometric record;
 - e. Other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name;
 - f. Other information (including but not limited to Metadata) that, alone or in combination, is linked or linkable to a specific student or family that would allow a reasonable person in the MCPS community, who does not have personal knowledge of the relevant circumstances, to identify the student or family with reasonable certainty; or
 - g. Information requested by a person, who is not an authorized representative of the educational agency and who MCPS and/or the Contractor reasonably believes knows the identity of the student to whom the education record relates.
3. Confidential Information shall be maintained in confidence during the Contract and thereafter, except to the extent that it is required to be either disclosed or protected from disclosure by law, regulation or judicial or administrative process. The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall protect the Confidential Information from any Data Security Breach (as defined below), loss, theft, or disclosure using a commercially reasonable care commensurate with the sensitivity of the Confidential Information that in no circumstances is less than the degree of care that the Contractor uses to protect its own confidential information. The Contractor agrees to assist MCPS in maintaining the privacy of Confidential Information as may be required by all federal, state, and county laws and regulations applicable to the Contract including but not limited to the requirements listed above.
4. The Contractor shall not permit unauthorized access to the Confidential Information to any individual or entity at any time or provide Confidential Information to any person, party, or organization ineligible or prohibited from receiving such information pursuant to any federal, state,

and county laws and regulations applicable to the Contract including but not limited to the requirements listed above.

5. In the event that the Contractor is required by law, regulation, or judicial or administrative process to disclose any Confidential Information, the Contractor will promptly notify MCPS in writing, if permitted by law, prior to making any such disclosure in order to facilitate MCPS' seeking of a protective order or other appropriate remedy from the appropriate body. Should the proprietary or confidential status of any such information be disputed, the Parties agree to work in good faith to reach a mutually satisfactory disposition.
6. To the extent that Confidential Information includes Personally Identifiable Information regarding MCPS Users, MCPS may require additional data sharing protocols, as agreed in writing by the Parties, prior to its disclosure to the Contractor. The Contractor also agrees to comply with the re-disclosure limitations set forth in FERPA, including in 34 C.F.R. § 99.33, and shall not authorize access to Confidential Information to any of its employees, agents, affiliates, and subcontractors, or to any auditor, unless such employee, agent, affiliate, subcontractor, or auditor (i) requires such access in order to allow the Contractor to provide the deliverables, products, and/or services set forth in the Contract or to fulfill the Contractor's obligations under the Contract; and (ii) has signed a non-disclosure agreement no less restrictive than the terms of the Contract that will (a) prohibit the such individual or entity from using any Confidential Information for any purpose other than providing the contracted service to, or on behalf of the Contractor; (b) prohibit the individual or entity from disclosing any Confidential Information provided by the Contractor to third parties; (c) require the individual or entity to implement and maintain strict security procedures and practices that, at a minimum, comply with industry standards for data security; and (d) require the individual or entity to promptly notify the Contractor if the individual or entity becomes aware of any unlawful access to any Confidential Information stored on its equipment or facilities resulting in loss, disclosure, or alteration of Confidential Information. Such non-disclosure agreements shall be made available for inspection, upon demand, to MCPS. The Contractor agrees to remind (in writing) individuals or entities who cease working with the Contractor of their non-disclosure obligations at the time of departure, and to terminate the network access of such individuals or entities at the time of separation.
7. Notwithstanding any other provision of the Contract, MCPS and/or MCPS Users, as appropriate, retain all right, title, and interest in and to the Confidential Information provided by MCPS and/or MCPS Users. Neither the Contractor, nor any successor or entity to which the Contractor's assets are sold, acquires rights in the Confidential Information, other than the rights MCPS grants to the Contractor to perform the work contemplated in the Contract. If the Contractor becomes subject to dissolution or insolvency, MCPS' and MCPS Users' Confidential Information will not be considered an asset or property of the Contractor. MCPS reserves the right to demand the prompt return of any Confidential Information at any time and for any reason whatsoever. The disclosure of Confidential Information to the Contractor shall not be construed as a grant of any right or license with respect to the information other than for the purposes set forth in the Contract.

D. Use of Confidential Information

1. The Contractor shall collect, use, and store only such Confidential Information that is necessary in connection with the Contractor's obligations under the Contract.
2. The Contractor may collect and use aggregated de-identified Confidential Information to provide the deliverables, products, and/or services set forth in the Contract, for the Contractor's lawful quality assurance, and for no other purpose; provided, however, that all direct and indirect personal identifiers are permanently removed and there is no reasonable basis to believe that the remaining information in the records can be used to successfully link the de-identified information to an

identifiable individual or to MCPS. Furthermore, the Contractor agrees not to: (i) attempt to re-identify de-identified Confidential Information; and/or (ii) transfer de-identified Confidential Information to any party unless that party agrees not to attempt to re-identify the de-identified Confidential Information and unless MCPS has provided written express consent of the transfer.

3. Neither the Contractor nor any of its employees, agents, affiliates, and subcontractors shall: (i) engage in targeted advertising to MCPS Users; (ii) engage in targeted advertising when the targeting of the advertising is based on Confidential Information; (iii) use Confidential Information to amass a profile about a MCPS User, except in connection with the Contractor's performance of its obligations under the Contract; (iv) sell Confidential Information; or (v) share with any individual or entity outside MCPS, without prior review and approval from MCPS, any report, data, or research findings that are based on Confidential Information or the use by MCPS or MCPS Users of the Contractor's deliverables, products and/or services and that could be linked to an identifiable MCPS User, stakeholder, school, or the district.
4. To the extent that the Contract requires the Contractor to provide online or mobile services to MCPS that involve the collection, maintaining, or use of Confidential Information that includes Personally Identifiable Information regarding MCPS students, the Contractor warrants that it has signed-on to the *K-12 School Service Provider Pledge to Safeguard Student Privacy* (the "Student Privacy Pledge," available at www.studentprivacypledge.org) and agrees to manage such Confidential Information in a manner consistent with the Student Privacy Pledge; provided, however, that if any statement of the Student Privacy Pledge is inconsistent with the requirements set forth herein, these MCPS General Contract Articles shall govern.
5. The Contractor acknowledges that there are no user agreements (whether electronic, click-through, verbal or in writing) in existence or contemplated between the Contractor and any MCPS Users in connection with their access and use of the Contractor's deliverables, products, or services, and this Contract shall supersede any user agreements that may be adopted during the term of the Contract.

E. Security of Confidential Information

1. The Contractor shall implement and maintain a comprehensive data-security program in accordance with commercial best practices for the protection of Confidential Information, whether the Confidential Information is stored electronically and/or in hard copy. Such data-security program shall include, but is not limited to, the following:
 - a. Security policies for the Contractor's employees, agents, affiliates, and subcontractors related to the storage, access, retention, transportation, and disposition of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. Secure access controls to Confidential Information, including but not limited to passwords;
 - d. Procedures for data recovery, incident response and processes, and business continuity processes and procedures;
 - e. Encryption of Confidential Information in accordance with industry standard encryption when it is stored or transmitted electronically;
 - f. Protocols for regular backups that include retention of backup copies for such period of time as may be required by MCPS, or by federal, state, and county laws and regulations;

- g. Audit logs of its system on a secured server with restricted access to prevent tampering or altering of audit data; and
 - h. A process for reviewing policies, procedures, and security measures, as well as training on security policies for employees who have access to Confidential Information, at least annually.
 - 2. The Contractor certifies that it has implemented policies, procedures, and security measures to protect against reasonably foreseeable unauthorized access to, or disclosure of, Confidential Information, and to prevent other reasonably foreseeable events that may result in substantial harm to MCPS. In addition, the Contractor shall not maintain or store Confidential Information outside of the United States. To the extent that the Contractor uses cloud computing services, all Confidential Information provided by MCPS or MCPS Users shall be securely stored with a commercially reasonable third-party vendor using physical servers located solely within the United States and subject to network security measures consistent with industry standards. The Contractor will confirm to MCPS that the third-party vendor agrees to the non-disclosure agreement terms described in Article 18.C.6.
 - 3. Access to the Contractor's server(s) hosting Confidential Information shall be limited to the Contractor's operations employees, agents, affiliates, or subcontractors who: (i) have access to Contractor's access keys and are specifically trained to manage and secure data; and/or (ii) are involved in providing the Contractor's deliverables, products and/or services.
 - 4. Any computer, server, or database on which Confidential Information, or any analysis conducted pursuant to the Contract, is maintained shall have anti-virus, configuration control, monitoring/alerting, automated backups, and regular vulnerability testing. Such computer, server, or databases shall be password protected and securely stored at all times with proper authentication and authorization procedures and with access limited to the Contractor's operations personnel and personnel directly involved in implementing the Contract. The Contractor shall not permit Confidential Information to be maintained or stored on any portable memory device, such as thumb drives or portable hard drives, without the express written consent of MCPS. The Contractor shall not permit Confidential Information to be maintained or stored on mobile computing devices (e.g. laptops or tablets), unless such device is being used in connection with the Contractor's backup and recovery procedures. In the event that such a device is being used in connection with the Contractor's backup and recovery procedures, the Contractor will ensure that such mobile computing devices are encrypted, centrally managed with respect to configuration updates and anti-virus, password protected, and that all such devices will be scanned at the expiration or termination of the Contract to ensure that no Confidential information remains stored on such mobile computing devices.
 - 5. The Contractor will regularly backup or cause to be backed up all Confidential Information under its control and will securely store and retain backups for such period of time as may be required by federal or state law or regulation, or by MCPS. The Contractor will remove Confidential Information from backups in a manner consistent with technology best practices and industry standards for secure data disposal methods. If the Contractor is required to restore any materials from its backups, it will purge all personally identifiable Confidential Information not currently in use in the production systems from the restored backups.
- F. MCPS reserves the right in its sole discretion to perform audits of the Contractor at its sole expense to ensure compliance with this Article. The Contractor shall reasonably cooperate in the performance of such audits. The Contractor also will conduct regular internal monitoring and vulnerability assessments of the computers, computing environment, servers, and physical data centers that the Contractor uses to collect, process, maintain, or store MCPS' Confidential Information that includes Personally

Identifiable Information regarding MCPS Users, and to hire a third party to conduct no less than annual security audits, which includes penetration testing. The Contractor shall review audit findings and will implement recommended security program changes and enhancements where practical and appropriate. The Contractor will provide MCPS, upon request, summary data of the above audits, scans, and tests. The Contractor will take reasonable measures, including maintaining audit trails, to protect Confidential Information against deterioration or degradation of data quality and authenticity.

G. Data Security Breach

1. A “Data Security Breach” is any instance in which the Contractor has actual knowledge or a reasonable basis on which to suspect or conclude that there has been an unauthorized release or access of Confidential Information, regardless of whether the Contractor stores and manages data directly or through a contractor such as a third-party cloud computing vendor. A Data Security Breach may take various forms, including but not limited to: hackers gaining access to data through a malicious attack; lost, stolen, or temporarily misplaced data or equipment (e.g., mobile computing devices or portable memory devices); employee negligence (e.g., leaving a password list in a publicly-accessible location, technical staff misconfiguring a security service or device); or policy and/or system failure.
2. The Contractor shall notify the MCPS Project Contact immediately of any Data Security Breach or data loss, and inform MCPS (to the extent known) what data has been compromised, but in no event later than twenty-four (24) hours after the Contractor learns of the Data Security Breach or data loss. If the Contractor becomes aware of a Data Security Breach or data loss, it shall cooperate with MCPS regarding recovery, remediation, and the necessity to involve law enforcement, if any. The Contractor shall be responsible for performing an analysis to determine the cause of the Data Security Breach or data loss, and for producing a remediation plan in consultation with MCPS. MCPS and the Contractor agree to work together to determine an appropriate notification plan to any MCPS Users of the Contractor’s deliverables, products and/or services regarding any such Data Security Breach or data loss. In addition, to the extent not prohibited, the Contractor agrees to notify MCPS of Data Security Breaches or data losses that affect its customers generally.
3. In addition to any other remedies available to MCPS, at law or in equity, the Contractor will reimburse MCPS in full for all costs incurred by MCPS in investigating and remediating any Data Security Breach or data loss caused in whole or in part by the Contractor or its employees, agents, affiliates, or subcontractors. The Contractor shall use commercially reasonable efforts to mitigate any negative consequences caused to MCPS, or to a MCPS User, as the result of a Data Security Breach or data loss and to implement procedures to prevent the recurrence of a similar Data Security Breach or data loss.
4. The Contractor shall provide notice to MCPS within twenty-four (24) hours of notice or service on the Contractor, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Contractor’s handling of Confidential Information, failure to follow security requirements, and/or failure to safeguard confidential information of any third party.

H. Except as specifically set forth by MCPS in writing, or as required by federal, state, and county laws and regulations, the Contractor shall upon the termination or expiration of the Contract, upon cessation or dissolution of the Contractor’s business operations, or upon request by MCPS:

1. Erase, destroy, permanently delete, and render unreadable all Confidential Information in its paper files, computers, computing environment, systems, equipment, servers, and physical data centers; or, upon MCPS’ request to ensure the integrity of MCPS operations, transfer/migrate such Confidential Information to MCPS or its designated third party;

2. Certify in writing that the actions set forth in this subsection have been completed on or before agreed-upon deadlines;
 3. Ensure that any transfer/migration uses facilities and methods that are compatible with the relevant systems of MCPS or its designated third party; and
 4. To the extent technologically possible, ensure that MCPS will have access to the Confidential Information during any transfer/migration.
- I. Nothing in this Article shall supersede in any manner the Contractor's obligations or the obligations of its employees, agents, affiliates, or subcontractors pursuant to all federal, state, and county laws and regulations applicable to the Contract including but not limited to the requirements listed above, or the provisions of the Contract concerning the Contractor's obligations to MCPS.
- J. Violation of this Article constitutes a breach of contract for which MCPS may terminate the Contract pursuant to Article 13 and/or pursue any other appropriate remedy. Notwithstanding anything in the Contract to the contrary, the provisions of this Article shall survive the expiration or earlier termination of the Contract.

ARTICLE 19. DOCUMENTATION AND COPYRIGHT

- A. The Contractor warrants that (i) with respect to all intellectual property provided under the Contract, the Contractor possesses all right, title, and interest therein necessary for the Contractor to grant to MCPS the rights and licenses specified thereunder; and (ii) any deliverables, products, and/or services provided by the Contractor to MCPS through the Contract, as delivered by the Contractor for MCPS' normal use, will not infringe any valid patents, copyrights, or other third-party intellectual property rights, provided however, that this warranty does not extend to any infringement arising out of the use of such deliverables, products, and/or services in combination with other systems, equipment, or platforms not supplied by the Contractor. Notwithstanding the foregoing, collected data, analyses, and any analytical processes, programs, files, reports, and other deliverables developed as a contractual requirement are the sole property of MCPS. MCPS may waive title to any portion or to all data and analyses. MCPS has the sole right to copyright any deliverable or product developed for MCPS purposes under the Contract, which deliverables and work product shall be deemed works made for hire as defined under U.S. Copyright law, and may license its use by others for a fee or without charge.
- B. The Contractor agrees that it shall not assert any ownership rights, property rights, or copyright to MCPS student work product, as defined in Md. Code Ann., Education § 4-130.

ARTICLE 20. MCPS PROPERTY

The use of MCPS property, including but not limited to equipment and technology, must be approved in advance by the DMM Director. If the DMM Director has agreed to the Contractor's use of MCPS property, the following provisions shall apply:

- A. The Contractor shall insure all MCPS property in its possession or control and shall be liable to MCPS for the fair market value of any damage or loss to MCPS property, aside from that incurred by normal wear and tear. The Contractor shall maintain the property in operating condition, with the cost being chargeable to the Contract.
- B. All MCPS property shall be returned promptly upon completion of the Contract or otherwise disposed of, as directed in writing by MCPS. All costs of shipment or disposal are a Contract cost.
- C. Unless stated otherwise in writing, MCPS property may be used only for the performance of the

Contract.

- D. Title to all MCPS property shall remain in the hands of MCPS at all times. Title to the property acquired by the Contractor for use under the Contract shall vest in MCPS upon delivery to the Contractor. Title to property leased with a purchase option shall pass to MCPS even if the option date is later than the Contract period. Any payments required to acquire title are a Contract cost.

ARTICLE 21. OBLIGATIONS REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK IN MCPS FACILITIES

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

1. 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 (5) years imprisonment and/or a \$5,000 fine.
2. Maryland Law further requires 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.
3. The Contractor is required to submit, following award of the 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 its workforce that the Contractor and/or its subcontractors use to perform the work required by the Contract.

B. Required criminal background check process for certain individuals in the Contractor’s

workforce:

1. Under § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its workforce 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 “workforce” 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.
 2. Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the Contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies is available at www.montgomeryschoolsmd.org/departments/procurement.
 3. The Contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to any 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.
 4. Once the Contract is awarded, the Contractor is responsible for implementing the background check process. An individual in the Contractor’s workforce 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: (i) the background check results for that individual have been received by MCPS; (ii) the Contractor certifies to MCPS that the individual has completed the online training regarding recognizing, reporting, and preventing child abuse and neglect, available on the MCPS website at: www.montgomeryschoolsmd.org/childabuseandneglect/; and (iii) 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.
 5. The criminal background check and badging process will be at the Contractor’s expense.
- C. Violation of this Article constitutes a breach of contract for which MCPS may terminate the Contract pursuant to Article 13 and/or pursue any other appropriate remedy.

ARTICLE 22. INDEMNIFICATION AND LIABILITY

- A. The Contractor is responsible for any loss, personal injury, death, cost, claim, damages (including but not limited to incidental and consequential damages), and other expenses (including attorney’s fees and litigation expenses) that may be suffered or incurred by reason of, or occasioned wholly or in part by, the Contractor’s negligence, its performance or failure to perform any of its obligations under the Contract, or its violation of any applicable legal requirement. For purposes of this Article, the negligence

of employees, agents, affiliates, or subcontractors of the Contractor is deemed to be the negligence of the Contractor. In addition, the Contractor must defend, indemnify, and hold MCPS harmless from and against: (i) any claim (including but not limited to an enforcement action by any federal, state, or local agency) arising from or related to any loss, personal injury, death, cost, claim, damages (including but not limited to incidental and consequential damages), and other expenses (including but not limited to attorney's fees and litigation expenses) that may be suffered or incurred by reason of, or occasioned wholly or in part by, the Contractor's negligence, its performance or failure to perform any of its obligations under the Contract, or its violation of any applicable legal requirement; (ii) any claims, costs, and/or losses whatsoever occurring or resulting from: (a) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or (b) the supplying to the Contractor of work, services, materials, or supplies in connection with or in support of the performance of the Contract; and (iii) any claim that the deliverables, products, and/or services delivered or otherwise provided to MCPS under the Contract infringe, violate, dilute, or misappropriate any patent, copyright, trademark, or other intellectual property right.

- B. In the event of any intellectual property infringement, violation, dilution, or misappropriation claim, or if the Contractor becomes aware of the possibility of such a claim, the Contractor shall, in its discretion, within sixty (60) days: (a) furnish MCPS with non-infringing replacement of its deliverables, products, and/or services which are functionally equivalent in all material respects to MCPS' satisfaction; (b) modify the applicable deliverables, products, and/or services so that they become non-infringing but functionally equivalent in all material respects to MCPS' satisfaction; (c) obtain for MCPS the right to use such deliverables, products, and/or services upon commercially reasonable terms, subject to adjusted payment obligations on the part of MCPS if such terms differ from those set forth in the Contract; or (d) if and only if (a) – (c) are commercially impracticable, terminate the Contract in whole or in part and refund to MCPS the fees received for such deliverables, products, and/or services that are the subject of such a claim.
- C. In any action or proceeding brought against MCPS by reason of the foregoing Articles 22.A. or 22.B., the Contractor must reimburse MCPS the cost of defending such action or proceedings, or upon MCPS' written demand and at the Contractor's sole cost and expense, the Contractor must defend such action and proceeding by counsel approved by MCPS.
- D. For the purposes of this Article, MCPS includes the Board of Education of Montgomery County, and its officers, officials, agents, and employees. Nothing herein or any other provision of the Contract shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of MCPS pursuant to Maryland law, or otherwise. In addition, nothing herein or any other provision of the Contract shall be construed to require MCPS to defend, hold harmless, indemnify, or pay any expenses (including but not limited to attorney's fees and litigation expenses) to the Contractor. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract, or otherwise provided by the Contractor, shall in no way limit its responsibility under the Contract to defend, indemnify, and hold harmless MCPS.
- E. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, THE CONTRACTOR'S DELIVERABLES, PRODUCTS, SERVICES, AND/OR OTHER ITEMS PROVIDED HEREUNDER; HOWEVER, THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE. NO OTHER DISCLAIMER OR LIMITATION OF LIABILITY SHALL BE APPLICABLE TO THE DELIVERABLES, PRODUCTS, AND/OR SERVICES, OR WORK PROVIDED BY THE CONTRACTOR UNDER THE CONTRACT.
- F. Notwithstanding anything in the Contract to the contrary, this Article shall survive the expiration or earlier termination of the Contract.

ARTICLE 23. INSURANCE

- A. The Contractor shall be solely responsible for any insurance, including, but not limited to, general comprehensive liability, worker's compensation, professional liability insurance, and business automobile insurance. The Contractor agrees to provide MCPS with certificates of insurance verifying the following minimum coverage:
1. Comprehensive General Liability Insurance: Liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000.00) aggregate. Such insurance shall include contractual liability insurance.
 2. Comprehensive Business Automobile Liability Insurance: Liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of the Contract.
 3. Worker's Compensation Insurance: Statutory coverage as required by federal, state, and county laws and regulations.
 4. Professional Liability, Errors, and Omissions Insurance: Liability limit of not less than One Million Dollars (\$1,000,000.00) in the event the deliverables, products, and/or services delivered pursuant to the Contract, either directly or indirectly, involve or require Professional Services.
- B. The minimum limits of coverage listed above shall not be construed as the maximum as required by the Contract or as a limitation of any potential liability on the part of the Contractor; nor shall failure by MCPS to request evidence of this insurance in any way be construed as a waiver of the Contractor's obligation to provide the insurance coverage specified. The Contractor must keep this insurance in full force and effect during the term of the Contract, including all extensions. If coverage is written on a claims made basis, the policy shall be endorsed to provide at least a three-year extended claims reporting provision.
- C. Insurance is to be placed with insurers licensed/approved to do business in the State of Maryland with a Best's rating of no less than A:VII, or if not rated with Best's, with a minimum surplus the equivalent of Best's surplus size VII, unless otherwise approved by the DMM Director. The Contractor's insurance coverage shall be primary. The Board of Education of Montgomery County and its officers, officials, agents, and employees shall be covered by endorsement, as additional insureds with respect to liability arising out of activities performed or to be performed by or on behalf of the Contractor in connection with the Contract. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit brought. Any insurance and/or self-insured program maintained by the Board of Education of Montgomery County or its officers, officials, agents, and employees shall not contribute to the Contractor's insurance or benefit the Contractor in any way.
- D. The Contractor shall provide MCPS with certificates of insurance within ten (10) days of execution of the Contract evidencing the coverage required above. The certificates shall confirm that the Board of Education of Montgomery County and its officers, officials, agents, and employees have been made additional insureds under the respective insurance policies. The Contractor must provide to MCPS at least thirty (30) days written notice of a cancellation of, or a material change to, an insurance policy. The Contractor must provide the certificates of insurance before commencing the work covered by the Contract.

ARTICLE 24. ORDER OF PRECEDENCE

Unless expressly agreed in writing by the Superintendent of Schools, these MCPS General Contract Articles shall take precedence over, supersede, and void any other provision of the Contract to the extent such other provision is contrary to or inconsistent with the MCPS General Contract Articles. For avoidance of doubt, to the extent that any provision of the Contract provides MCPS with additional or greater rights than those provided in the MCPS General Contract Articles, or any other provision of the Contract imposes requirements on the Contractor in addition to those set out in the MCPS General Contract Articles, such other provision shall be deemed to be supplemental to, and not contrary to or inconsistent with, the MCPS General Contract Articles.

ARTICLE 25. SEVERABILITY

Should any portion of the Contract be found illegal, the remainder shall remain in full force and effect and shall be binding on both Parties.

ARTICLE 26. GOVERNING LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of Maryland, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceedings arising out of or related to the Contract shall be in an appropriate state or federal court located in Maryland.

ARTICLE 27. ENTIRE CONTRACT

The Contract is binding between the Parties and constitutes the entire understanding between the Parties regarding the subject matter of the Contract and supersedes all prior or contemporaneous statements, understandings and contracts, whether oral or written, between the Parties with respect to the subject matter of the Contract. Any changes and additions hereto shall not become binding upon any Party unless they are incorporated into a written contract amendment signed by the Parties. No waiver by either Party of any failure to observe or perform any term or condition of the Contract shall operate as a waiver of such term or condition or of any subsequent failure thereof.

ARTICLE 28. SUCCESSORS AND ASSIGNS

The Contract and all of its provisions shall apply to and bind the successors and assigns of the Parties. No assignment or transfer of the Contract or any part hereof, rights hereunder, or interest herein by the Contractor shall be valid unless and until it is approved in writing by MCPS and made subject to such reasonable terms and conditions as MCPS may impose. Unless performance is expressly waived in writing by the DMM Director, an assignment does not release the Contractor from responsibility for performance of the Contract.

ARTICLE 29. GUARANTEE

- A. The Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the RFP or solicitation, all deliverables, products, and/or services, including those used in the course of providing the deliverables, products, and/or services. This includes a guarantee that all such deliverables, products, and/or services carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the RFP or solicitation. The Contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to MCPS and to MCPS' satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated

above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

- C. All warranties and guarantees must be in effect from the date of acceptance by MCPS of the deliverables, products, and/or services.
- D. Deliverables, products, and/or services provided under the Contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by MCPS.

ARTICLE 30. NOTICE

Any notice by a Party under the Contract shall be in writing and either personally delivered, sent via email, a nationally recognized overnight delivery service (such as Federal Express), first class postage prepaid mail, or by fax, addressed to the other Party at the address specified in the Contract, or such other address of which either Party may from time to time notify the other. Notices shall be deemed given when received by the receiving Party. All notices to MCPS shall be sent to the MCPS Project Contact with copy to: Director, Department of Materials Management, 580 North Stonestreet Avenue, Rockville, MD 20850, 301-279-4998 (fax).

Revised March 1, 2019

ATTACHMENT C
(Data Sharing Elements)

The following information should be provided in Excel Format

1. Student Level Data (for each of the past three years)

Unique Student ID

Race

Gender

FARMS (Y/N)

Ever FARMS (Y/N)

ESOL (Y/N)

Ever ESOL (Y/N)

Receiving Special Education Services (Y/N)

Grade (1 through 16)

Street Address (Limit 1)

City

Zip Code

2. Student Performance Data by School

Elementary

- MCAP ELA and Math (3 years)
- EOL Composite (1 year only)

Middle

- MCAP ELA and Math (3 years)
- EOL Composite (1 year only)

High

- Grade 10 English (3 Years)
- Algebra 1 (3 Years)
- SAT (2 years, was re-designed)

3. School and Cluster boundary catchment area

4. Transportation data, including bus routes, bus stops, student eligibility for transportation

ATTACHMENT D
(Contractor's Response and Best and Final Offer)

REDACTED COPY

Comprehensive Analysis of School & Cluster Boundaries

Montgomery County
Public Schools Maryland

July 15, 2019



TAB 1

0.0 Executive Summary

0.1 Team Profile

0.2 Team Structure

0.0 EXECUTIVE SUMMARY

Montgomery County Public Schools (MCPS) has already taken several steps to adapt its educational facility planning and capital budget processes to the County's changing demographics and land use environment . These proactive measures have resulted in some of the highest educational attainment rates in the United States. However, over the course of the last decade, MCPS has seen an increase in enrollment due to shifting demographic trends . This demographic growth has presented challenges to maintaining an equitable school system. Additionally , as highlighted by the most recent enrollment projections, Montgomery County expects a steady increase in the public-school enrollment by 2027, with much of the growth happening between 2019 and 2024. The total projected MCPS enrollment is supposed to increase 6.9%, from 163,123 students in 2018 to 174,322 by 2024 – a significant increase in student population when compared to other counties in Maryland.

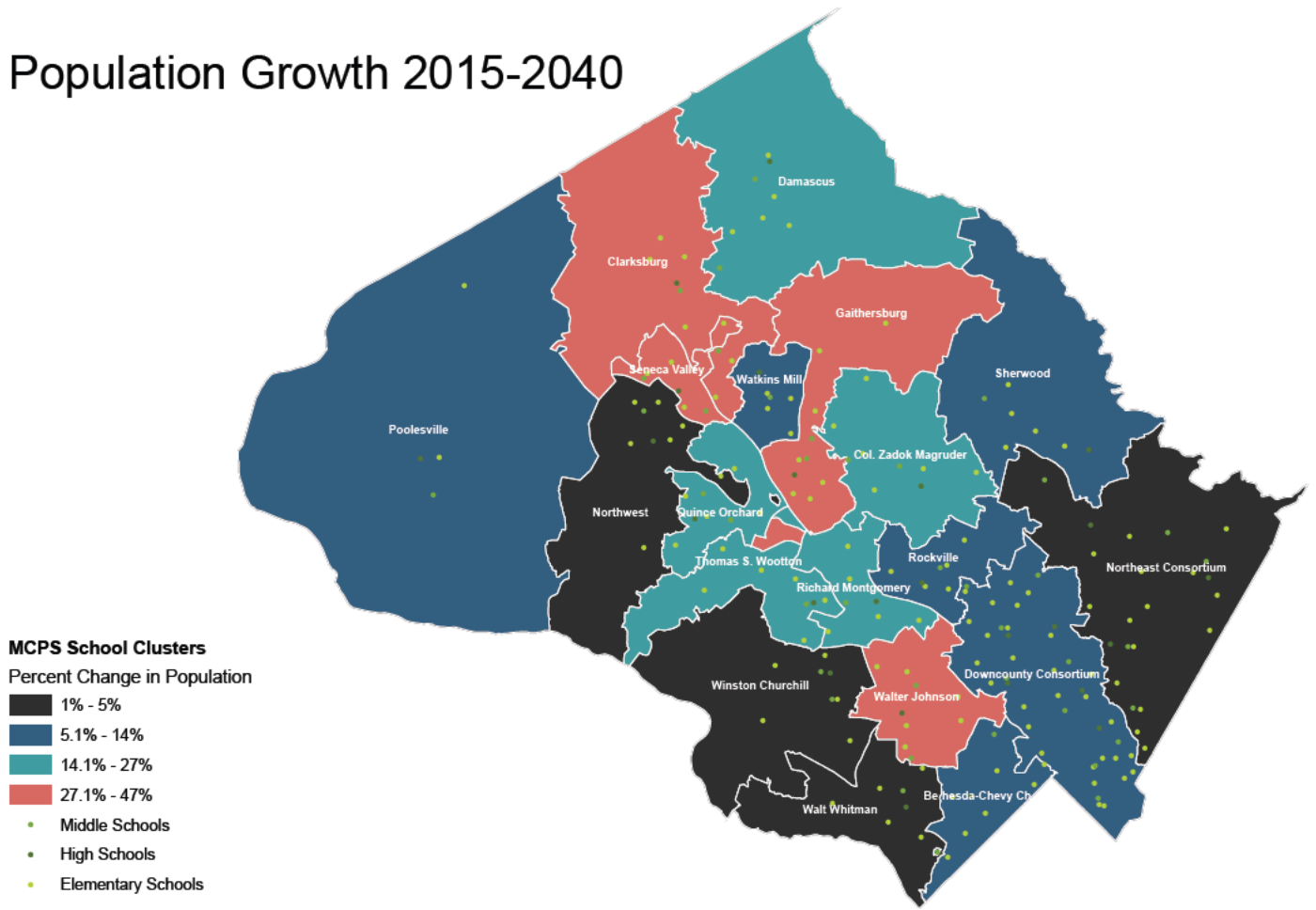
Considering the constant shifts in population owing to domestic, foreign and in-state migration, it becomes imperative for MCPS to re-evaluate and comprehensively understand school cluster boundaries for student assignment. Given the range of issues that need to be addressed, this process can present complications. Consultant, along with our project partners, is uniquely positioned to undertake and untangle these complex tasks through a rigorous approach that combines data analysis, transportation analysis and creative community engagement strategies. Collectively, our team brings strong experience and significant capacity that enables us to comprehensively look at extant school clusters and understand what cluster adjustments will further the four pillars as outlined under Policy FAA. We also bring the unique ability to leverage our in-house scenario tools to quickly test boundary scenarios and accurately predict the impacts on the topics of capacity and accessibility. Such a process will use a Key Performance Indicator (KPI) based approach that will complement Policy FAA objectives, MCPS's comprehensive facility assessment and Key Facility Indicator (KFI).

Furthermore, our team will work closely with MCPS staff, Board of Education and the Superintendent to ensure that clear and actionable strategies are developed at the end of the process. With consideration of MCPS's unique conditions, this project will seek to achieve the following goals:

- **Understand challenges and opportunities** of current boundaries through rigorous data and statistical analysis
- **Solicit feedback from community** at-large, select stakeholders, Board of Education and MCPS senior leadership through innovative engagement strategies
- **Identify key performance indicators (KPIs)** with MCPS staff that furthers Policy FAA goals
- **Recommend cluster boundaries realignments** to balance student population proportionately at elementary, middle and high schools based on optimum capacity range as identify by MCPS.
- **Comprehensively understand trade-offs** associated with cluster boundary changes on topics such as facility utilization, student body demographics, transportation patterns, geographic proximity and feeder pattern articulation.

Consultant will work closely with MCPS on the approach developed through this process and will execute the outlined tasks over a period of approximately 10 months.

Population Growth 2015-2040



MCPS School Clusters
 Percent Change in Population

- 1% - 5%
- 5.1% - 14%
- 14.1% - 27%
- 27.1% - 47%

- Middle Schools
- High Schools
- Elementary Schools

| CLUSTER DETERMINATION CRITERIA | SCHOOL ASSIGNMENT MECHANISM | |
|---|---|---|
| <ul style="list-style-type: none"> • School Capacity and Enrollment • Natural Boundaries or Physical Barriers • Neighborhood Population • Anticipated Growth within the District • Student Proximity to Schools and bus/travel time • Siblings enrollment at schools • Census tract and geo-code data • Existing student feeder patterns • Capital Expenditure Plan • Race, ethnicity , socio economic status | <p>Comprehensive Choice System: Families are not assigned to a default school and can apply to any school in the district</p> | <p>Limited or Controlled Choice System: Students have a default school but can opt out through an application or other process.</p> |
| | <p>Boston Mechanism</p> | <p>Gale-Shapley SOM</p> |
| | <p>Top Trading Cycles (TTC)</p> | <p>Random Priority Mechanism</p> |
| | <p>Random Priority Mechanism</p> | <p>First Preference Mechanism</p> |

0.1 TEAM PROFILE



WXYZ ARCHITECTURE + URBAN DESIGN

We are WXY. We plan. We design. We build.

WXYZ is a multi-disciplinary practice. We are planners, data analysts, policymakers, strategists, urban designers, architects, thinkers, and strategists. No matter the size, we tackle problems and find solutions. We work to understand a context, and plan with community in mind. We challenge ourselves to face the array of complex problems and commit to solutions that support a healthy and sustainable future.

Years of Existence

26

We work at all scales. Our approach combines the power of analytics with community intelligence to derive solutions that promote both physical and economic wellness for the entire community.

Legal Form of Firm

Partnership

We work at all scales. Whether designing engaging public plazas and parks, intergenerational community centers or large-scale, affordable housing complexes, our approach combines the power of analytics with community intelligence to derive solutions leverages contributions of public and private partners to create spaces that promote both physical and economic wellness for the entire community.

Relevant Professional Expertise, Licenses, and Certifications

AIA, AICP, LEED

WXYZ has led several school policy, research, and planning projects including the D15 Diversity Plan, NYC DOE Equitable Admissions Study, the Community School District 1 study on Assignment Policy Effects, the Boston Public Schools Assignment Policy Development and Geospatial Analysis, and the New Rochelle School Capacity Study. We are also currently working in Lancaster, PA on a school boundary and re-districting plan. Through these projects our team has demonstrated a sound understanding of the core components of a school planning process and the cumulative impacts associated with a re-districting process.

Location of Home Office

224 Centre Street, 5th Floor
New York City, New York 10013

Washington, DC Office

1875 Connecticut Ave NW,
Universal North Floor #10,
Washington D.C. 20009

Services

School Planning Services
Community Engagement
Strategic Planning
Master Planning
Infrastructure
Mobility Planning
Feasibility
Zoning Analysis

Just as important for this effort is our expertise in the area of community planning, outreach and consensus building, as demonstrated in the D15 Diversity Plan, East Harlem Neighborhood Plan, the Westchester County Community Design Institutes, the QueensWay Plan, and the Cleveland Museum of Art Engagement Plan. WXY views facilitation and engagement as an important step in a longer process of establishing new policy or physical designs that will shape our neighborhoods and cities. On a basic level, facilitation enables a shared learning process that can lead to well-designed spaces and policies. Through the various iterations, WXY has developed a strong core set of engagement principles that define our general approach:

- Translate Trends and Needs into Community Design Information
- Identify Indicators of Potential Impacts and Opportunities
- Create a Safe Working Space to Facilitate New Ideas
- Establish Clear Procedures for Decision-making
- Create Inclusive Public Meetings through Key Local Partners
- Discuss Local Concerns without Anticipating Solutions
- Generate Local Ownership of Recommendations

WXYZ is a WBE-certified firm founded by architects Claire Weisz, FAIA, and Mark Yoes, FAIA. In 2006, they were joined by Layng Pew, AIA, and in 2011, Adam Lubinsky, PhD, AICP. Today, the studio numbers over 50 people including professionals with backgrounds in architecture, planning, engineering, economic development and housing policy.

Recent Project Experience

- D15 Diversity Plan, 2018
- Lancaster School District School Boundary & Redistricting Plan, Ongoing
- Anable Basin Special District, 2018
- La Marqueta Concept Plan, 2018
- Tarrytown Comprehensive Plan, 2018
- Brooklyn Navy Yard Master Plan, 2018
- New York Stock Exchange District Plan, 2018
- The Peninsula Live Work Campus, ongoing
- Rockaway Conceptual Masterplan & Boardwalk Reconstruction, 2017
- Reconstruction of Astor Place and Cooper Square, 2016
- DSNY Manhattan Districts 1/2/5 Garage and Salt Shed, 2015
- Brooklyn Strand Action Plan, 2015

Selected Client List

- NYC Department of Education
- Boston Public School System
- City of New Rochelle
- Medgar Evers College
- Cornell University
- Amber Charter School
- REED Academy
- Bronx Charter School for the Arts
- NYC Department of Parks and Recreation
- Downtown Brooklyn Partnership
- NYC Department of City Planning
- Brooklyn Navy Yard
- NYC Economic Development Corporation
- NYC Department of Design and Construction
- US Department of Housing and Urban Development
- NYC Housing Authority
- New York State Energy Research and Development Authority

Recent Awards and Fellowships

- Fast Company, World's Most Innovative Companies, Architecture, 2019
- Architects Newspaper Best of Design, Unbuilt Urban Projects - Honorable Mention: Brooklyn Navy Yard Master Plan, 2018
- AIA New York State, Award of Merit: SeaGlass Carousel, 2018
- APA NYM Chapter, Lawrence M. Orton Award: D15 Diversity Plan, 2018
- APA NYM Chapter, William H. Whyte Award: La Marqueta Concept Plan, 2018
- AIANY + ASLANY: Design Excellence Honor Award for Planning: The QueensWay, 2018
- AIA-National Award for Architecture M 1/2/5 Sanitation Garage & Salt Shed, 2018
- APA-National Award, Rockaway Boardwalks Reconstruction, 2018
- SARA-New York, New York State Parks Cabins, 2018
- New Jersey Future Smart Growth Award, Kearny Point, 2017
- AIA COTE Award, M 1/2/5 Sanitation Garage & Salt Shed, 2017
- AIA New York State Firm of the Year, 2016
- Urban Design Merit Award, AIANY, The QueensWay Plan, 2015
- Spirit of ABNY Award, Association for a Better New York, The QueensWay Plan, 2015
- Citation for Urban Planning/Design, AIA New York State, The Brooklyn Strand, 2015

Team Profile



INNOVATIVE SOLUTIONS FOR TODAY'S SCHOOL TRANSPORTATION INDUSTRY

ABOUT US

TransPar Group of Companies (TPG) is the most experienced consultancy dedicated exclusively to the design, management and operation of school transportation programs. Whether client objective are to assess performance and improve efficiency, better understand operations or fix specific weaknesses, we assist with the development and implementation of a professional and modern school transportation program.

Years of Experience
40

Location
880 Island Park Dr.
Daniel Island, SC

Contact
Brooks Brenkus
Managing Director
843-480-9104

HOW WE HELP

We simplify the complexities of school transportation operations by clarifying and outlining the effect of policies, boundary alignment, costs, bus routing and technology on transportation performance. This allows our clients to keep the focus on student performance in the classroom. Whether our clients simply require clarity or are ready to make a substantial change that requires focused expertise, our array of experienced analysts and transportation industry professionals are ready to assist.

TRENDING PROJECTS

- Bell Time Alignments & Route Building
- Boundary Analysis
- Contract Management
- Service Quality Assessment
- Driver Shortage Assessment
- Fleet Maintenance, Rightsizing, & Replacement Assessment
- Operational Efficiency & Effectiveness Review
- Policy/Procedure Assessment & Development
- Customized Transportation Solutions



PROUD PARTNER WITH THE
TRANSPAR GROUP OF COMPANIES

(888) 518-3377
www.transpargroup.com

Team Profile



Years of Experience
5

Main Office
611 Pennsylvania Avenue, SE
#295
Washington, DC 20003

Contact
Kim Sescoc
Principal
kim@publicengagement
associates.com
202-423-9622

Services
Comprehensive public
engagement planning and
capacity building:
Community-wide Town
Meetings
Leadership and Stakeholder
Forums
Organization Development
and Implementation Support
Focus Groups and Citizen
Roundtables
Integration of Face-to-
Face Meetings and Online
Engagement
Mobile Outreach to Tap
Elusive Constituents

PUBLIC ENGAGEMENT ASSOCIATES

Special ProjX LLC d/b/a Public Engagement Associates (PEA) is a Washington, DC based consulting group dedicated to helping those who want to effectively engage citizens on important issues that impact their lives. It is led by three principals—Steve Brigham, Theo Brown and Kim Sescoc—who each have more than 18 years of experience leading prominent public engagement efforts in the Washington, DC area initially with AmericaSpeaks and now with Public Engagement Associates.

PEA has helped to produce large scale efforts involving hundreds of citizens as well as smaller public engagement projects that seek to engage a select number of citizens or stakeholders in meaningful ways. Some of the community outreach and engagement projects our team has managed in the Washington, DC region during the past four years include:

- Large citizens and stakeholder meetings to develop a multi-jurisdictional community compact for the development of Metro’s Purple Line
- Public hearings and Open Houses for the State Department to get input on the Environmental Impact Statement for the Foreign Mission Center to be located at the former Walter Reed site
- Meetings of 100+ parents in D.C.’s Ward 8 and Baltimore’s Parkside neighborhood to give input on the needs of families with children aged 0-8
- An economic development summit in Ward 7 hosted by DC Mayor Vincent Gray
- A charrette process involving more than 100 residents and stakeholders in Prince George’s Plaza to promote transit-oriented development in one of the county’s future downtown areas.
- A series of public meetings in Historic Ellicott City, MD to focus on recovery and rebuilding in the aftermath of a massive flood in July 2016
- Provided program design, interactive technology, and town meeting facilitation to gather community input into the specifics of a new community education model to improve schools, and enhance the lives of youth in Flint, Michigan.

We bring together highly skilled consultants to help clients quickly discern the purpose and outcomes, then partner with the client to design highly interactive meetings that achieve those outcomes. We believe this team brings a depth of experience, skill, and savvy in the facilitation and mediation realm that is hard to match anywhere, whether locally or nationally.

Adam Lubinsky, PhD, AICP

Managing Principal



Education

2009: University College of London, Bartlett School of Graduate Studies, Ph.D.

2001: Columbia University, Graduate School of Architecture, Planning & Preservation, M.Arch.

1994: Brown University, Bachelor of Arts, Magna Cum Laude, Phi Beta Kappa

Adam Lubinsky is a Managing Principal at WXY, with more than 15 years of experience leading large-scale master plans, strategic visioning projects, and driving innovation in mobility for public and private sector clients, including extensive work for and coordination with municipalities and city agencies, community development corporations, cultural institutions, and private developers.

In recent years, Adam has undertaken major projects in New York City such as the Brooklyn Tech Triangle Strategic Plan, Brooklyn Navy Yard Master Plan and the Anable Basin Special District while also leading efforts in the wider metro New York region, Boston and Detroit. Adam directs WXY's research on mobility, including collaboration with New York State Energy Research and Development Authority (NYSERDA) and DOT, with a focus on challenges related to electric vehicle (EV) policy and infrastructure design solutions, freight and carshare.

Adam is an accredited planner (AICP) and a visiting faculty member for Cornell University's Masters of Urban Planning Program and Parsons New School for Design's Masters in Urban Ecologies Program. Adam is a Fellow of the Urban Design Forum and was named by Fast Company as one of 2017's Most Creative People in Business.

Professional Experience

2011-present: WXY, Managing Principal
2009-2011: URS Corporation, Deputy Head, Economics and Development Planning
2008-2009: University College London, Bartlett Planning & Architecture, Teaching Fellow
2005-2008: Urban Practitioners, London, Director
2004-2005: Era Ltd, London, Project Manager 2001
2001-2003: Sam Schwartz Company LLP, New York, Project Manager

Selected Publications

- 2016: Big Dreams in a Post-Master Planning World in Architect d.b.a., Center for Architecture Press
- 2016: East Harlem Neighborhood Plan, Office of the Speaker of the NY City Council
- 2014: Ten Steps to Creating a Conversation: Community Design for Affordable Homes and Sustainable Places, 2014, US Department of Housing and Urban Development, Corporation for Supportive Housing and Court Monitor James Johnson (US ex rel. ADC v. County of Westchester)
- 2013: Brooklyn Technology Triangle Strategic Plan
- 2012: East River Blueway Plan, Manhattan Borough President's Office
- 2012: Sunset Park Brownfields Opportunity Area Step 2 Nomination Study
- 2010: London Borough of Waltham Forest Climate Change Strategy (Core Strategy Evidence Base)
- 2010: Challenges to Achieving Low Carbon Objectives & Implementing Decentralised Energy in Central London (Central London Forward)
- 2009: Manual for Sustainable Cities, UK Commission for Architecture and the Built Environment (project team member)

Conferences and Lectures

- 2017: "The New Mobility," CityAge, Washington DC
- 2017: "EVs, AVs and Ride-Sharing," American Planning Association New York Metro Chapter Conference
- 2016: "Strategic Planning + Urban Design = Economic Development," a presentation to CityAge Los Angeles



Education

2015: Cornell University,
College of Art, Architecture &
Planning, Master of City And
Regional Planning

2010: Saurashtra University,
Bachelor of Architecture

Kushan first joined WXY in 2015 and then again in 2019 as a Planning Director. Kushan has a background in architecture and planning and has used his wide array of skills to develop innovative processes that integrate land use, transportation and economic development to assess impacts of planning and policy decisions. Over the years, Kushan has collaborate with other subject matter experts to provide strategic solutions for capital investment projects in the U.S., Canada, China, India and more recently, Latin America.

At WXY, Kushan provides expertise on complex zoning, land use, transportation, infrastructure, and environmental planning projects. In recent years, Kushan has collaborated on key projects within the metro New York landscape, such as the Anable Basin, Kearny Point Masterplan, The Peninsula and the Downtown Brooklyn Masterplan. In addition, he also leads the business development initiatives in Washington D.C. metro area.

Prior to WXY, Kushan worked with AECOM's Design, Economics and Planning division in Arlington, VA where he led and contributed to planning and urban design contracts with civic agencies such as WMATA, DDOT, Prince William's County and Arlington County, VA. He also worked as a project architect and a project manager at Rahul Mehrotra & Associates Architects where he was in charge of planning and architectural projects that addressed the localization of sustainable principals within the zoning framework.

Professional Experience

- 2019-present: WXY, Planning Director, Washington, D.C.
- 2017-2019: Urban Planner, Urban Analytics, AECOM, Washington D.C.
- 2015-2017: WXY, Urban Planner / Urban Designer, New York, NY
- 2012-2013: ModRoof, CoFounder, Ahmedabad, India
- 2010-2012: Rahul Mehrotra & Associates Architects, Mumbai, India

Select Panel Presentations

- 2019: Digital Gameboards, ESRI GeoDesign Summit
- 2018: Activating Distributed Energy, Energy Days, Penn State University, PA
- 2018: Envision Tomorrow, Georgetown University, D.C.
- 2016: Cities, Places & Technology, Speaker Series, Cornell University, Ithaca, NY
- 2016: Innovation Paradox, New York University, NY
- 2015: NYCHA: Innovative Approach to Planning, Design and Policy, Urban Design Summer Event Series, Columbia University, NY
- 2015: Environmental Threats in Great Lakes Basin, 26th Winter Environmental Conference, Clayton, NY
- 2014: Downtown Ithaca Revitalization, Center for Real Estate & Finance, Cornell University

Select Publications

- 2016: Integrated Strategies to Address Emerging Freight and Delivery Challenges in New York City, NYSERDA
- 2016: North Brooklyn Industrial Innovation Plan, New York City Department of City Planning
- 2015: Shape Your Waterfront: How To Promote Access, Resiliency and Ecology. Waterfront Alliance
- 2014: A New Era of Crude Oil Transport: Risks and Impacts in Great Lakes Basin, Community and Regional Development Institute, Issue # 15
- 2010: "Idea of a City : Morphological study of Bhopal, India", Undergraduate Thesis at Saurashtra University



Education

2011: NYU Robert F. Wagner School of Public Service, Master of Urban Planning

2003: University of Chicago, B.A. Political Science

Traci joined WXY in 2017 with a background in planning, urban policy and research. At WXY, Traci contributes her expertise to a range of projects from community engagement, to architecture, to urban design. Her primary focus is business development, where her goal is to seek projects that demand innovative strategies for creating enriching, dynamic spaces for those who inhabit them, realizing our interest to further environmental sustainability and social equity through both design and planning.

Currently, she is managing the program and design development for a 700-unit, 100% affordable, mixed-use project in The Bronx that requires several discretionary approvals. Additionally, she is conducting research in Chicago on community benefits agreements related to the future development of the Obama Presidential Library. Previous work includes: working with The Cleveland Museum of Art on the implementation of an engagement process that would inform their grounds master plan; conducting city-wide town halls for the NY Department of Education to assess the diversity in schools; and serving as project partner on behalf of the NYC Council Speaker's Office on the East Harlem Neighborhood Plan.

Prior to joining WXY, Traci was a Policy Associate at the NYU Furman Center, where she worked to disseminate academic research on housing policy to a diverse set of stakeholders, including policymakers, advocates, private sector, and the media. She also worked as project manager on the National Community of Practice on Local Housing Policy, developing guidelines on how to assess and develop effective local housing strategies for cities, counties, and neighborhoods facing strong housing demand.

Professional Experience

2017 – Present: WXY, Director, Civic Impact

2015-2017: NYU Furman Center

2014-2015: New York City Council, Office of the Speaker of the City Council

2011-2014: Kramer Levin Naftalis & Frankel, LLP

2010-2011: The POINT Community Development Corporation

Christopher Rice

Senior Planner



Education

2015: Pratt Institute, Master of City & Regional Planning

2009: Oberlin College, Bachelor of Arts in Environmental Studies

Christopher joined WXY with a background in resiliency, green infrastructure and community-based planning. He has practiced as a planner at a private architectural firm in New York City, a public space planner at Gehl Studio, and as a land use planner with the New York City Council.

At WXY, Christopher leads urban planning and design processes, including the D15 Diversity Plan, the first DOE-initiated community planning process to create racially and socioeconomically integrated middle schools. He is currently managing the School Boundary & Redistricting Plan for the Lancaster School District.

Working at the intersection of social justice and resiliency while at Thread Collective, Christopher worked with NYCHA tenants in Red Hook Houses to develop a comprehensive green infrastructure and open space plan.

Previously at the New York City Council, Christopher's project work included managing large-scale neighborhood rezonings throughout the city and implementing the most expansive inclusionary housing program to date. There, he served as the project lead for the Jerome Avenue Rezoning and managed ULURP applications for the Bronx Borough.

Christopher received a Masters in City and Regional Planning from the Pratt Institute in 2015. His Masters Thesis, titled "Resilience and Recovery: an Evaluation of Post-Sandy Resiliency Plans and Proposals in Rockaway, Queens," examined the potential integration of resiliency plans across varying scales to address the peninsula's most vulnerable populations.

Professional Experience

2018 - present: Senior Planner, WXY

2016 - 2018: Planner, WXY

2015 - 2016: Project Manager, New York City Council, Land Use Division

2015: Project Assistant, Gehl Studio NY

2014 - 2015: Project Assistant, Thread Collective

2013 - 2014: Graduate Research Fellow, Programs for Sustainable Planning and Development, Pratt Institute

2013 - 2014: Research Assistant, New York City Environmental Justice Alliance

2013: Planning Intern, WXY

Awards & Honors

- 2016: Urban Design Forum, Forefront Fellow
- 2014: Pratt Center for Community Development, Taconic Fellowship
- 2014: Programs for Sustainable Planning and Development, Pratt Institute, Outstanding Student Award

Relevant Projects

- D15 Diversity Plan, NYC DOE, 2018
- Equitable Admissions Study, NYC DOE, 2017

Poster Presentation

- 2014: Expanding Coastal Adaptation in New York City: A Framework for Floating Structures and their Co-Benefits, Delta Cities in Times of Climate Change Rotterdam, Netherlands



Education

2016: Harvard University,
Graduate School of Design,
Masters in Urban Planning

2014: Princeton University,
A.B. in Art & Archaeology,
Certificate in Urban Studies,
Magna Cum Laude

Cara joined WXY in 2018 with a background in urban planning and a passion for strengthening communities.

She is currently involved in two Downtown Revitalization Initiatives for the State of New York in New Rochelle and Brooklyn. Her previous projects at WXY include: stakeholder engagement strategy for the Cleveland Museum of Art; conducting city-wide town halls for the NY Department of Education to assess the diversity in schools; and a study for the master plan of the new Scoppetta Children’s Center.

Before joining WXY, Cara was a Planner at the Toronto-based design firm BrookMcIlroy, where she planned and designed waterfront master plans, developed city-wide urban design guidelines, conducted transit-oriented development research, and spearheaded indigenous placemaking initiatives in the Toronto region.

Cara received her Masters in Urban Planning from the Harvard University Graduate School of Design in 2016, where she co-founded the biennial Black in Design Conference. Her Masters Thesis, titled “Performing Spatial Justice,” focused on methods of subverting cultural misreading and violent injustices that occur in public space.

Professional Experience

2016-2017: BrookMcIlroy, Planner
2015: PlaceLab + Rebuild Foundation,
Doebele Fellow
2014-2015: Harvard Health and Place
Initiative, Research Assistant

Conferences and Lectures

- 2017: “Performing Spatial Justice,” Northeastern University School of Architecture - Social Justice + Design Lecture Series
- 2017: New Museum, IdeasCity New York, “Actions for the City by IdeasCity Fellows”
- 2017: “Designing Black Futures,” Boston University Art Galleries, panelist on art and black futurity
- 2016: “Ethical Redevelopment in Chicago,” University of Toronto
- 2016: New Museum, IdeasCity Detroit, Studio Laboratory Fellows Presentation
- 2014: “Panama Canal” A Senior Thesis Exhibition, Princeton University



Education

2018: Cornell University, BS in Urban and Regional Studies

Raphael joined WXY architecture + urban design as Planner in May 2018. He has a background in mobility, geographic information systems, and computer science. Raphael is currently contributing to three NYSERDA projects, promoting curbside electric vehicle charging in New York City, assessing the opportunity for residential carsharing in Westchester, and assessing developer interest in electric vehicle charging.

Prior to joining WXY, Raphael interned at Oakland’s Office of Mayor Libby Schaaf and OakDOT. There Raphael worked on incorporating equity metrics into Oakland’s paving policy and bringing demand-responsive parking to the City’s Downtown and Chinatown. As part of this last effort, he wrote a script that mapped parking revenue to blockfaces, streamlining the data pipeline from smart parking meters to GIS. Raphael was a graphic designer for the non-profit PSE Healthy Energy, where he help translate research in renewable energy and hydraulic fracturing into accessible infographics. Raphael was a design intern at Turf Advisory where he built the firm’s website and brand.

Raphael received a B.S. in Urban and Regional Studies from Cornell University. Raphael was a research assistant to PhD candidate Ryan Thomas in the spring of 2018, helping redefine and produce indicators of transportation access for a Data-DrivenYale report to the United Nations Environment Programme. As a student consultant in the fall of 2017, Raphael produced a report for NYC DEP and NYCHA examining strategies for integrating Green Infrastructure on the Ravenswood Houses campus in Astoria.

Professional Experience

2018-present: WXY, Urban Planner
Fall 2017: Turf Advisory, Planning and Design Intern
Fall 2017: NYCDEP & NYCHA, Student Consultant
Summer 2017: OakDOT, Mobility Intern / Oakland Mayor’s Office of Libby Schaaf, Transportation Policy Intern
2014-2015: PSE Healthy Energy, Graphic Designer
Summer 2015: Archetype Group, Architecture and Planning Intern

Academic Experience

Spring 2018: Research Assistant, Cornell PhD Candidate Ryan Thomas, Ithaca, New York
2015-2017: Organization of Urban and Regional Studies, Vice President / Faculty-Dean Liaison
Fall 2016: Research Assistant, Professor Thomas Campanella, Ithaca, New York
2016: Student Assembly Infrastructure Fund, Voting Member
2015: Cornell University Sustainable Design, Project Identification and Expansion Team Member

Relevant Projects

- NYCDOT Curbside EVSE Siting, Expected 2019
- NYSERDA Residential Carshare, Expected 2018
- NYSERDA Curb Enthusiasm, 2018
- NYSERDA, Electric Vehicle Charging Stations Resource for NY Municipal Planners (add services), Expected 2018

Kimberly Sescoc

Owner & CEO, Special ProjX LLC
Principal, Public Engagement Associates

Experience: 25 years

Affiliations: National Coalition for Dialogue and Deliberations
American Society for Association Executive
International Association of Travel Agents Network

Education: Master of Science in Management, University of Maryland University
College, Bachelor of Science in Political Science, Barry University
Executive Certificate in Facilitation, Georgetown University, Institute for
Transformational Leadership



Kim Sescoc is the owner of Special ProjX LLC and principal in Public Engagement Associates. As a principal in Public Engagement Associates, Kim Sescoc lead project management teams and logistics for large scale projects that enable organizations, government agencies, institutions, and businesses to effectively engage their constituents. She has worked with groups such as the National Youth Advocacy Coalition, National Institutes of Health, DC Neighborhood Action and Carnegie Endowment for International Peace. She recently completed citizen engagement efforts for the Walter Reed Local Redevelopment Authority and Department of State as they develop reuse plans for the former Walter Reed Army Medical Center site.

Her broad experience includes working on large teams partnering with planning firms on urban planning projects in the DMV and nationally. From 2007-2013 Kim was a senior program associate for AmericaSpeaks providing citizen engagement strategies for local governments, non-profits and communities. As project executive and project manager, she provided oversight and leadership on numerous large scale projects including budget development, work plan management, staffing and team development, event management, client relations, community outreach and engagement, and program design support. Over the past 10 years, Kim has increased her role as a facilitator and co-facilitator of staff, stakeholder and community meetings and has played a key role in numerous program design processes.

Theo Brown

Principal, Public Engagement Associates

Experience: 35 years

Education: Master of Divinity, Duke University
Bachelor of Arts in Political Science, Baylor University

Affiliations: National Coalition for Dialogue and Deliberation
Center for Faith and Civic Engagement



Theo Brown has more than 35 years of experience as an organizer, manager, facilitator, and trainer for non-profit organizations that work to engage citizens on important issues that impact their lives. He has worked for several large national organizations on behalf of social justice, human rights, racial reconciliation, and intercultural understanding, including: Amnesty International, Common Cause, Ground Zero, National Days of Dialogue on Race Relations and the Faith and Politics Institute. As a consultant he worked with a wide variety of organizations and government agencies such as: AARP, the Center for Disease Control, the Episcopal Diocese of Louisiana, City of Alexandria, VA the Interfaith Alliance and the Mayor's Office in Portland, OR.

From 1999-2013 he was a Senior Associate with AmericaSpeaks and from 2014-2017 with Public Engagement Associates where he coordinated outreach and recruitment for dozens of citizen engagement projects around the country. He helped organize large 21st Century Town Meetings with demographically representative groups of participants in New York City, Washington, DC, New Orleans, Los Angeles, Atlanta, Dallas, Albuquerque, Cincinnati and many other cities. He designed and facilitated a three-year citizen engagement process in Washington, DC that brought hundreds of residents together to plan for the reuse and redevelopment of the former Walter Reed Army Medical Center site and has played a significant role in our work in Wards 7 and 8 in the District of Columbia, Ellicott City, and Baltimore.

PROJECT HIGHLIGHTS

Ward 8 Parents' Forum, Washington, DC

Summer 2014

The Bainum Foundation, an educational foundation seeking to invest resources in the low-income neighborhoods Washington, DC, asked PEA to design and facilitate a forum for parents of young children in Ward 8 which has the highest percentage of low-income residents. Theo helped manage the design of the forum which focused on identifying primary concerns of parents and recruiting the more than 100 parents who participated. Information gained at the forum helped shape the investment priorities adopted by the Foundation.

Summary of Qualifications

Tom is one of the founders of School Bus Consultants and has provided leadership of the business for nearly two decades. Over this time, he has provided advisory services to school district clients throughout the United States and Canada, directly managing many of the company's most complex and far reaching projects. These have included projects that established new and innovative methods of service delivery, facilitated complex organizational change, and required complex analyses.

Tom has a wide variety of experience in business operations and logistics, and in the evaluation of public sector student transportation organizations. His specific expertise is in the areas of operations and logistics management. Much of his project experience has focused on the evaluation and reengineering of operations, including organization design and strategic planning, project management, service cost analysis and performance measurement, and data-based decision support.



- 30 years of progressive experience in advisory services and logistics management
- Extensive change management and process facilitation experience
- Leadership of diverse, multi-agency project teams

Education

Master of Business Administration, Concentrations in Operations & Logistics
Syracuse University

Bachelor of Science in Maritime Transportation
Maine Maritime Academy

Employment History

Founder & Vice President, School Bus Consultants 2001 – Present

Since 2001, Tom has focused on assisting school districts and municipal governments across the United States and Canada with improving the efficiency and effectiveness of school transportation and fleet management services. Tom has been a leading advocate of improving contract management practices, expanding the use of performance measurement for management decision making, and improving the efficiency of route delivery services.

Giovanni Cosentino

Summary of Qualifications

Giovanni Cosentino is a Manager with School Bus Consultants. He assists clients in improving transportation program efficiency and performance based on analytical and operational analysis. Giovanni applies his knowledge of Geographic Information Systems (GIS) and geographic principles to conduct analyses that examine and visualize spatial relationships in order to solve complex problems and provide functional solutions for bell time alignments, routing structures, student eligibility and boundary data, and software integration. Clients with whom he has worked recently include Atlanta Public Schools, Bakersfield (CA) City School District, and Syosset (NY) Central School District.



- More than 8 years in depth experience with GIS
- Developed GIS curriculum at Gwinnett Technical College
- Expertise in geospatial analytics and boundary realignment facilitation

Education

Master of Science, Geosciences, Georgia State University, Atlanta GA

GIS Graduate Certificate, Georgia State University, Atlanta, GA

Bachelor of Arts, Environmental Studies, Minor: Geography, Winthrop University, Rock Hill, SC

Employment History

GIS Specialist Atlanta BeltLine Inc. Atlanta, GA: May 2013-September 2016

Giovanni worked at Atlanta BeltLine Inc. (ABI) as a GIS Specialist. Giovanni developed supporting data and materials for ABI's NEPA Tier 1 Environmental Impact Statement and Environmental Assessments for ABI's transportation corridor. He utilized data from multiple sources and conducted appropriate analyses to develop materials and supporting data for City of Atlanta's transportation referendum. He Established a dedicated GIS website for ABI projects with project-specific GIS applications. Giovanni managed all GIS related projects ensuring that requirements were satisfied. Assisted in developing and implementing short-term and long-term master plans that focused on creating mixed-use areas.

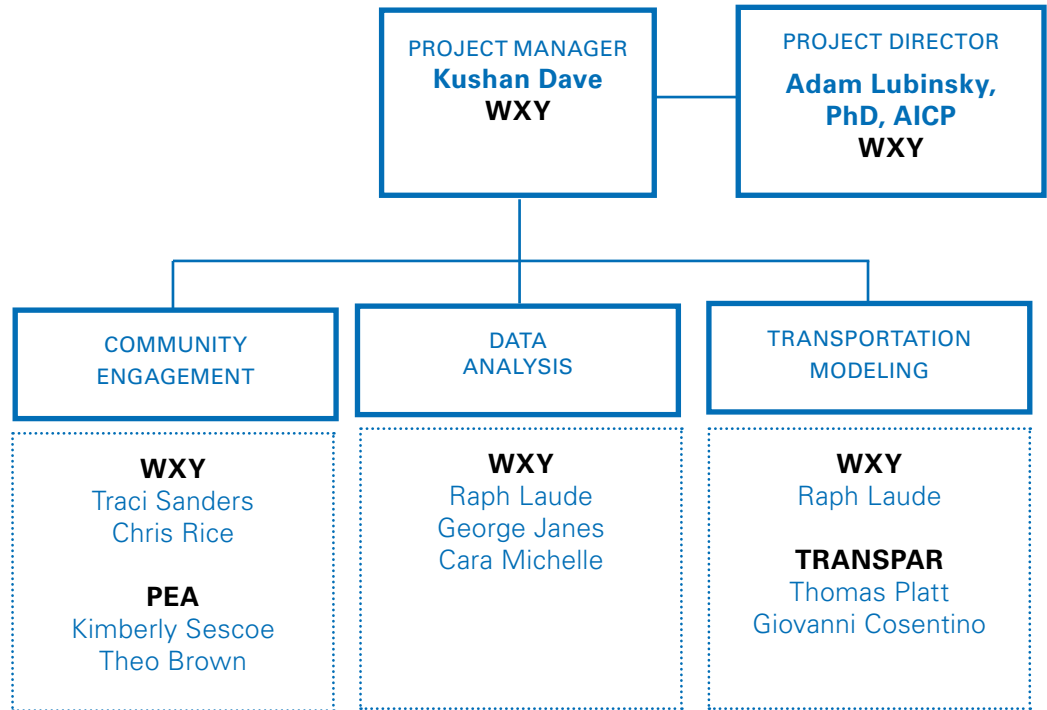
GIS Instructor Gwinnett Technical College-Lawrenceville, GA: February 2012-May 2013

Giovanni worked as a GIS Lab Developer for Gwinnett Technical College and developed course work that included lectures, tests, and labs for introductory and advanced GIS classes.

Graduate Research Assistant Georgia State University-Atlanta, GA August 2011-May 2013

Giovanni developed curriculum pertaining to climate change research for the development of Weather and Climate courses.

0.2 TEAM STRUCTURE



WXY project team will be led by Adam Lubinsky, Principal-In-Charge, who brings extensive expertise in handling complex planning projects that deal with planning for school and community facilities along the north-east region and beyond. His experience in school planning process can be traced all the way back to his Ph.D. thesis, *Schools as Generators of Urban Change*, that considered the effects of different school assignment policies in New York and London on neighborhood development. At WXY, Adam’s notable school projects include leading the New Rochelle School capacity Study, Lancaster School Boundary and Redistricting Plan and Boston Public School Geospatial Analysis among others. He is joined by Kushan Dave, Director at WXY, who has a strong track record of managing technical and community-oriented planning studies at different scales. His most recent projects include developing strategies for Colgate University through an involved master planning and engagement process. In his role prior to WXY, Kushan led key analytical components and data management of DC Public Education’s 2018 Master Facilities Plan (MFP) that provided comprehensive and sustainable growth strategies for public-school facility planning and management. Kushan who is based in Washington, D.C., will serve as the project manager and the point of contact for the Howard County Public School study.

Adam and Kushan will be supported by George Janes, an Associate of WXY, whose past projects include conducting demographics and dissimilarity analysis for the NYC DOE Equitable Admissions Study and Boston Public Schools Assignment Model; Traci Sanders, Director of Civic Engagement and Chris Rice, Senior Planner will lead civic engagement efforts with Public Engagement Associates (PEA); Planners Cara Michell and Raphael Laude will provide additional engagement and technical support.

WXY will be supported by Public Engagement Associates (PEA), who have more than 18 years of experience leading prominent public engagement efforts in the Washington, DC area initially with AmericaSpeaks and now with Public Engagement Associates. In addition, WXY will also collaborate with Transpar, to provide transportation analysis of school clusters.

WXY will be in charge of managing all the sub consultants.

TAB 2

1.0 Intent

2.0 Introduction

3.0 Scope of Services

3.1 WorkPlan

3.2 Schedule of Services

1.0 Intent

Consultant understands and complies with the intent of the proposal.

2.0 Introduction

The team acknowledges and complies with the planning, policy and additional context laid out in the RFP.

3.0 Scope of Services

APPROACH AND GUIDING PRINCIPLES

School cluster adjustments and changes to school feeder patterns can be a complicated process. This process requires an in-depth understanding of present and future conditions of a given region along with the impacts associated with the physical and socio-economic landscape of Montgomery County. As such, the following guiding principles outlined below will inform our work plan:

1. **Redistricting and Inequality:** Consultant is aware that the application of student assignment mechanisms and redistricting may have a disproportionate effect on disadvantaged students. As we analyze data, we will take significantly greater care to assure that students with disabilities, English language learners, and minority and low-income students, families, and communities do not bear the burden of redistricting.
2. **Policy FAA:** Consultant will adhere to the objectives outlined in Policy FAA and will ensure that any potential recommendations to cluster boundary changes advances the core objectives outlined in the policy document.
3. **A Community Oriented Approach:** It is imperative to walk hand in hand with the community to ensure an equitable and acceptable outcome. In that respect, The team will work collaboratively with public officials and agencies at all levels to identify the needs and aspirations of their constituent stakeholders. The success of a community driven approach depends on adherence to essential key principles for effective citizen engagement. For this project, there are four key principles that should be kept in mind throughout the planning process:
 - **Inclusive Demographics:** along with MCPS staff's assistance, we will recruit a wide range of citizens and stakeholders to come to the table, even those who are historically hard to engage; this will include residents from all parts of the county and people of diverse racial, ethnic, cultural and economic backgrounds
 - **Informed Participation:** we will assist with the creation of discussion and presentation materials to ensure that meeting participants have the information they need to provide useful feedback and clear recommendations
 - **Importance of finding Common Ground:** we will facilitate civil, dynamic deliberations in which citizens and stakeholders work through differences to develop broad agreement on priorities
4. **Data Driven Performance Based Planning Approach:** Our performance-based planning approach allows for using big data in an iterative and interactive manner that results in tangible outcomes. Using the data provided by MCPS, the team will identify Key Performance Indicators (KPI) that resonate with Policy FAA and MCPS's Key Facility Indicator (KFI). Such an approach will enable the team, along with MCPS, BOE and the Superintendent, to realize the opportunities and challenges of achieving diverse, accessible and equitable school clusters, when reconfiguring school cluster boundaries.

3.1 WORK PLAN

The team will take a comprehensive approach in supporting MCPS's commitment to ensure that every child receives an excellent education through the development of a school model that enables student from all background to thrive. The scope for completing work is described on the following pages according to the six (6) primary tasks outlined below:

TASK 0 : PROJECT MANAGEMENT

Consultant will take responsibility for performing all work necessary to this process in timely manner and make sure that the various elements effectively feed into one another. Consultant Managing Principal and the Consultant project manager will lead the team to ensure that the project delivery standards are being met. They will also be the first internal point of contact within the project team, ensuring streamlined communication and time effectiveness. Consultant will conduct bi-weekly check-in meetings with the client group, to be held by phone, as required. Consultant will schedule a kick off meeting with the MCPS staff to clarify the work plan and project schedule prior to beginning work and will set out an appropriate team management structure to ensure timely submission of all deliverables.

TASK 1: CONSULTATION ORIENTATION

To contextualize the vast amount of existing body of research, trend analysis and open datasets, our team will conduct a review of existing conditions in two parts to ensure full comprehension. Part 1 will occur prior to kick-off meeting and will look at open source datasets and reports through MCPS website such as the FY2020 CIP, Policy FAA Document, Public School Enrollment Projects (2018-2027), US Census, Montgomery County Planning website and other sources that look at demographics, socio-economic trends, development and transportation trends. The team will prepare a preliminary SWOT analysis presentation of the existing clusters that will help start the conversation during the kick-off meeting. Part 2 will occur after the kick-off meeting and will involve a deeper dive into additional datasets (such as student level dataset) provided by the MCPS staff team.

TASK 1.1 Review of Trends and Data (Part 1):

The team will review and summarize the major recommendations emerging from available research documents and open source data that already exists and will develop a list of key questions raised by that body of work. This information will be used to supplement our existing understanding of the school clusters, accessibility challenges and opportunities within each of the clusters.

Task 1.1 Deliverable: Consultant will prepare a draft presentation for the upcoming kick-off meeting summarizing key points from existing studies and available data sources and draft a preliminary SWOT analysis that can guide the kick-off meeting.

TASK 1.2 Kick Off Meeting:

The team will participate in a kick-off meeting with the MCPS staff, to create a shared understanding of the project purpose, goals and objectives, engagement process and schedule. For this meeting, Consultant will prepare a draft process outline and schedule for discussion with the MCPS staff team, based on our refined understanding under task 1.1. The meeting will include identification of key issues, proposed community engagement

strategies, exchange of information, discussion on BOE policy and other relevant standards. At this meeting a schedule of regular meetings between Consultant Project Manager and the MCPS's Project Manager will be set to run throughout the planning process. It is anticipated that these meetings will occur at least bi-weekly unless project activities suggest more frequent interactions. As we are in Washington D.C., we are available to meet intermittently as needed to address topics and solve any challenges as they arise. MCPS staff will make available any new datasets, including student level datasets, that will be used for further analysis.

Task 1.2 Deliverable: *Consultant will prepare a memo within 5 business days summarizing key discussion points from the kick-off meeting including changes to project schedules, community engagement process and other deliverables.*

TASK 1.3 REVIEW OF TRENDS AND DATA (PART 2):

MCPS staff will provide additional datasets to be analyzed as deemed necessary to the project scope. Upon receipt of the new datasets, The team will take a deeper dive into school cluster datasets and create a concise summaries per school clusters that will feed into future analytical efforts. Consultant will adhere to secure file transfer protocols (SFTP). In an event of missing data, Consultant will coordinate with the MCPS assigned project manager to identify a method for scientifically estimating the missing information. Necessary data may include:

Task 1.3 Deliverable: *Consultant will refine the school cluster SWOT analysis and presentation prepared under Task 1.1 that will serve as a foundation for Task 2 deliverables and will guide future data collection, research and analysis efforts.*

| |
|--|
| <p>TASK 1 OVERALL DELIVERABLES</p> <ul style="list-style-type: none">• Summary report of issues identified during the kick off meeting including preliminary SWOT analysis based on review of existing conditions data. The deliverable will be submitted electronically and updated once and resubmitted following receipt of staff team compiled comments.• Refined Workplan• Refined Community Engagement Plan |
|--|

TASK 2: BENCHMARKING AND BEST PRACTICES (to start simultaneously)

TASK 2.1 BEST PRACTICES IN BOUNDARY CHANGES

Looking at school districts from around the country, Consultant will summarize strategies for projecting school enrollment and managing over- and under-enrollment, potential criteria to consider when creating or revising school boundaries, identify common school assignment mechanisms, discuss consideration for addressing segregation issues related to redistricting, and provide an overview of strategies to engage families and communities in the school boundary review process.

This section is not meant to be an exhaustive study, and the consultant team will utilize available reports and data to perform quick analyses.

Task 2.1 Deliverable: *Memorandum summarizing strategies used by school districts from across the country*

TASK 2.2 COMPARABLE BENCHMARKS

Upon identifying best practices within the industry, The team will use open data sources to analyze jurisdictions of similar sizes within the DMV region that have faced similar issues to that of MCPS, and the long- and short-term strategies implemented by their respective school systems to alleviate the issue. Such a comparative benchmarking will allow The team and MCPS staff to better understand the associated trade-offs when assessing MCPS boundaries. Lastly, The team will critically analyze the MCPS policy and the Policy FAA to identify any additional parameters that may need to be included as part of the boundary analysis.

Task 2.2 Deliverable: Benchmarking matrix with comparable school systems to identify possible approaches and best practices to student assignments processes and patterns.

- TASK 2 OVERALL DELIVERABLES**
- Memorandum summarizing key findings from best practice studies and benchmarking matrix of other jurisdictions. Document to also include list of additional

Strategies Used by Different School Districts in the DMV to Address Overcrowding

Temporary

| | |
|--|---|
| Trailer classrooms | Temporary buildings |
| Voluntary transfers | Art and music rooms converted to classrooms |
| Review of how classroom and office space is used | Moratorium on new residential development |

Policy

| | |
|--|--|
| Redistricting | Shuttle to local community college |
| More courses with Internships, Apprenticeships, and Site-Based Work Experience | Fee for developers building in areas with overcrowded schools |
| Moving ESOL and magnet programs out of schools that are over capacity | Eliminate penalties if overcrowded schools don't meet enrollment projections |

Infrastructure

| | |
|---|---|
| Build a new school | Modernize buildings |
| Add new classrooms | Create a specialized school with a focus on out of classroom learning |
| Merge schools that are over- and under-capacity to create a two-campus school | Create a centralized Early Childhood Learning Center |
| Use public land for new school building | Incentives for low-cost construction |

School districts included: Fairfax County, Prince William County, Chesterfield County, Richmond Public Schools, Albemarle County, Franklin County, Howard County, Harford County, Baltimore County, Prince George's County, and D.C. Public Schools.

TASK 3: COUNTY-WIDE COMPREHENSIVE ANALYSIS

TASK 3.1 KPI DEFINITION AND METHOD DEVELOPMENT

Building on the understanding of client priorities from Task 1 and best practices from Task 2, The team will work with the MCPS staff to identify a list of key performance indicators that accurately reflect the School District's needs and aspirations.

Deriving from the team's vast expertise in modeling, spatial analysis, and scenario simulation, Consultant will generate a document that outlines the methodology for each of the KPI in a memo format along with associated benchmarks and KPI weights. During the KPI definition process, The team will work closely with the client team to ensure that the KPI methodology aligns closely with Policy FAA objectives. The KPI models will be built into a geospatial tool that will produce results that can be explored, understood, and used iteratively so that different policies and assumptions can be tested. While the system we propose will allow for analyzing current cluster boundaries as required by the RFP, the system can become a tool in the management of facilities into the future.

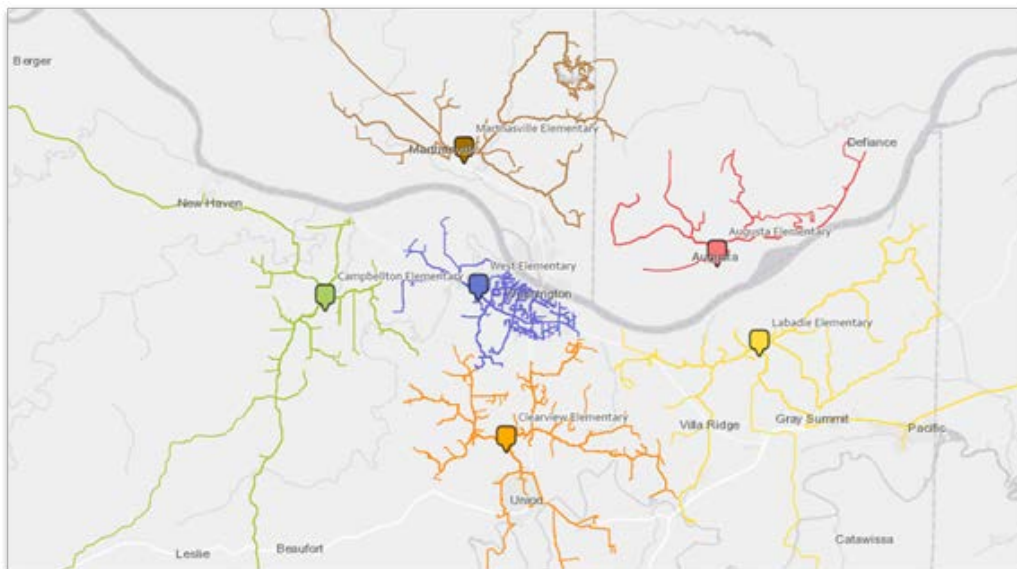
Task 3.1 Deliverable: Memorandum outlining Key Performance Indicators and their respective methodologies and weight.

TASK 3.2 BASELINE CLUSTER SCENARIO

Using the data and existing capacity analysis done under Task 1 and Key Performance Indicators (KPIs) developed under Task 3.1, The team will develop a county-wide baseline scenario of all the school clusters and develop a series of assessment that will include, but not limited to the factors identified below. The team will develop a series of geospatial models enabling them to perform quick boundary analysis and any resulting

- **Student Body Demographics:** The team will analyze demographic and existing enrollment with place of residence of the students to identify existing cluster diversity. Such geocoded XY dataset can allow The team to calculate impacts that result from any changes to that cluster boundary as captured by access and diversity related KPIs. In addition, The team will also look at future projection and land use changes to accurately predict the changes in demographics of a cluster. Such an analysis will allow the team to assess the degree to which current boundaries facilitate or impede a diverse study body population in each school.
- **Transportation Patterns:** Develop a comprehensive understanding of county wide transportation patterns and to highlight the portfolio of transportation options throughout each of the clusters such as walking, public transportation, or school provided transportation. Once the baseline is established, The team will compare transportation pattern results between schools and clusters to identify disparities in transportation modes and quality student service such as transportation availability and time and distance to school. A Geographic Information Systems (GIS) model will be developed that incorporates school locations, student locations, historical traffic data, and the local road network to help determine if these disparities are due to geographic constraints such as school facility locations in relation to the student's residents, traffic constraints, lack of resources, or ineffective planning.

- **Geographic Proximity to Schools:** The team will examine how boundaries affect potential walking routes to school for students. We will then run an analytical model that utilizes the local street network, student locations, school location and facility capacities to identify and rank the three schools that are geographical closest to each student. Such an approach will help us spatially identify which students are affected by the current district boundaries.



- **Facility Utilization:** The team will ascertain the operating capacity of each of Montgomery’s public schools based on State standards as well as diverging MCPS policies and building standards. Any non-State standards to be included in the capacity analysis, including minimum capacity, will be provided to Consultant or developed through discussion of best practices with the MCPS. The team will research and review state and local standards for students per classroom, among other metrics. Using the existing facility conditions assessment analysis, The team will assess the degree to which the current boundaries facilitate or impede facility utilization in terms of program capacity and enrollment in schools
- **Concept of Community Schools:** As part of the baseline scenario, The team will analyze how the concept of community schools can be used to provide extracurricular or supplemental services to a school facility. The team will be critical in its evaluation of recommending these programs given that similar programs have been repealed from education agendas, in states such as New York.
- **Articulation and feeder patterns:** For each of the school cluster, Consultant will identify the racial demographics of the feeder schools or neighborhood and assess how that feeder system might further exacerbate inequitable access to facilities.
- **Frequency of review:** Given the demographic, growth trends The team will use the findings from the baseline scenario to identify a threshold at which each cluster might trigger a review process, provided no changes are made to the cluster boundary. In addition to the threshold, The team will also point to the pros and cons of a regular cycle of reviewing

boundary assignments, and the impact on stability of assignment overtime for students and families.

Task 3.2 Deliverable: *Summary report outlining the baseline cluster scenario and an assessment of each of the topics identified above.*

TASK 3.3 CLUSTER SCENARIO ALTERNATIVES

Consultant will utilize a tipping point and an algorithmic school rezoning method to identify capacity issues. This approach will feed into the KPIs identified through Task 3.2 to enable comprehensive scenario comparison.

ALGORITHMIC SCHOOL REZONING TOOL

Using python codes and GIS based models, Consultant has developed a school rezoning model drawing from the rich applied math fields of optimization and metric geometry. Our model uses the Monte Carlo method, semi-randomly swapping geographic units from zone to zone many times in a row (hundreds, thousands, or tens-of-thousands of times). The model initially allows almost all swaps, before gradually becoming more conservative and only allowing swaps that result in an improved score of the identified KPIs.

This method allows for robust and effective testing of boundary options. Once all the options are generated, The team along with MCPS staff can quickly sort through and identify a boundary options that best serves the Policy FAA goals.

DEFINING AND USING SCENARIOS

The scenario planning framework for the geospatial model will allow us to define different scenarios, which might include:

- School configuration to allow for increased population
- School configuration keeping neighborhoods together
- Maintain a reflection of the economic and ethnic diversity of the District's student population in the various individual school attendance zones to the maximum extent possible
- School configuration to balance Kindergarten within neighborhood schools
- School configuration to balance Pre-K within neighborhood schools
- Altering assignment boundaries, and/or adding more assignment areas
- School closings/ openings / mergers
- Varying student assignment rules
- Deployment and/or movement of special programs

The team will produce three (3) boundary plan options. The boundary plan options will include a synthesis of data analysis including analysis of existing cluster boundaries and enrollment projections to school capacity and the set of factors which inform the scenarios. Consultant will revise the cluster boundary options based on stakeholder and MCPS staff team input.

Task 3.3 Deliverable: *Summary presentation outlining three (3) initial cluster boundary plan options with associated KPI scorecards*

TASK 3 OVERALL DELIVERABLES

- Summary report outlining Key Performance Indicator List Methodology
- Summary presentation of Baseline Scenario Results with KPI results
- Summary presentation of three (3) cluster boundary option with KPI results

TASK 4: COMMUNITY ENGAGEMENT

The team has a long history in the Washington-Baltimore area of successfully engaging residents in a wide range important issues that impact their lives. This success has been possible because of adherence to some key principles that are essential for effective citizen engagement. For this project, there are four keys to successful citizen engagement that should be kept in mind through the planning process:

- Stakeholders and other interested citizens need to be involved as soon as possible so that they feel they have a hand in shaping the process
- It is very important to integrate online learning and in person meetings and this may involve the need for some basic training about how to use the online tools
- There need to be multiple formats for listening and receiving feedback
- There must be a clear and consistent flow of information from the county representatives to the public and also from the public back to county officials

In addition, The team is also well versed with traditional and non-tradition outreach approaches. A few of these approaches are outlined below:

TASK 4.1 COMMUNICATION PLAN

We will work closely with the MCPS staff and other county officials to develop an effective communication plan to support resident involvement in the face to face and online aspects of the process. This plan will build on the regularly communication that MCPS already has with county residents and make adjustments and additions as required by this project.

Some elements of that plan will be:

TRADITIONAL OUTREACH AND ENGAGEMENT STRATEGIES

- Surveys
 - Online
 - Street surveys
- Working Group Formation
- Attendance Area Committees
- Workshops
- Open house
- Breakout sessions
- Visioning Sessions
- Charrettes

NON-TRADITIONAL OUTREACH AND ENGAGEMENT STRATEGIES

- Use of digital tools and live polling such as Thoughtexchange
- Consultant's proprietary urban analytics tools with interactive dashboard to get real time feedback of boundary changes on MCPS identified KPIs
- Mobile engagement

- Timely and clearly written press statements
- Carefully arranged media interviews
- Email blasts that go to all lists MCPS has access to
- An editorial calendar to drive the project's social media presence on Facebook, Twitter, Instagram, etc.
- An email newsletter that is delivered twice a month to a list of key contacts during the duration of the boundary process
- An interactive website that is accessible and easy to use

Task 4.1 Deliverable: *Final communication plan with refined content and schedule of sub-components such as email blasts, newsletter dissemination, and interactive website content.*

TASK 4.2 BUILDING A DIVERSE AUDIENCE

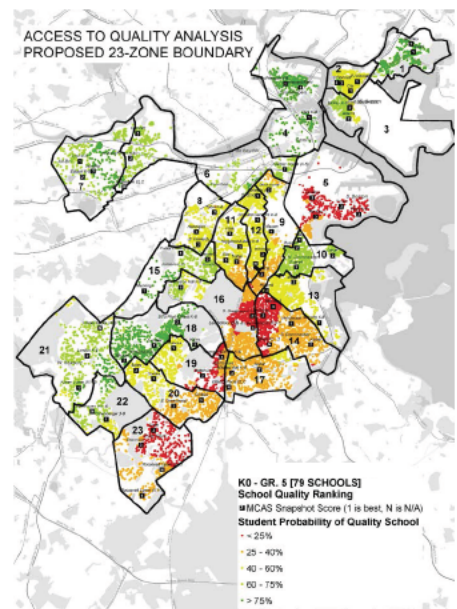
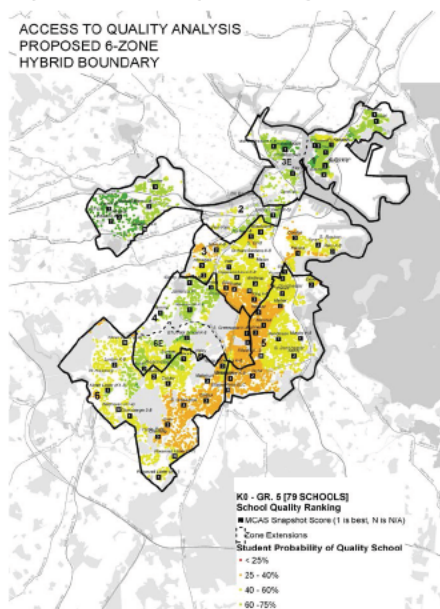
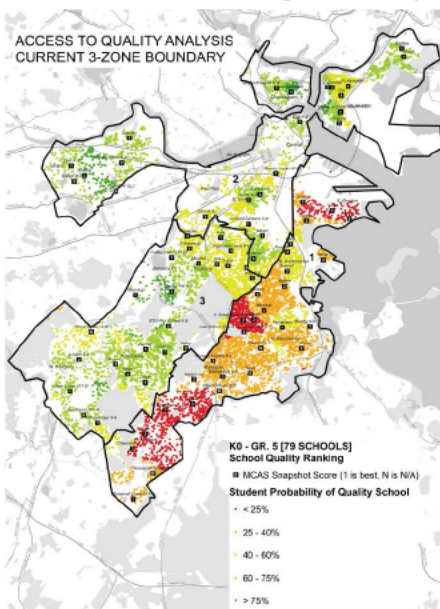
The team will work with school system representatives to build strong connections with a wide range of stakeholders and other interested citizens. Examples of the many diverse groups we will engage are:

- Parent Teacher Associations (PTAs), TA's and other student groups
- District Leadership TAs
- Attendance Area Committees
- Community organizations,
- Neighborhood associations
- Ethnic organizations
- Business groups (Especially Minority Business Groups)
- Religious congregations.

The team, along with MCPS, will assess the existing contacts and determine which ones need to be strengthened and which new contacts need to be made. The team has successfully convened people of different ages, races and ethnic groups, income levels, educational backgrounds, religions, and points of view in scores of meetings in the Washington-Baltimore area. We are able to do this because we conduct outreach that is 1) carefully targeted, 2) builds on collaborative relationships with key stakeholders and organizations, and 3) utilizes multiple ways to issue invitations.

- **Targeted recruitment**--We will review the existing contact list of key individuals and organizations and add to it as necessary to make sure all relevant groups in Montgomery County are included. Special attention will be given to identifying those groups that should be involved but are generally "hard to reach" such as low income individuals, young adults, cultural minorities, etc.
- **Close collaboration with stakeholders and key organizations**--We will work with people who represent important stakeholders and community groups to make sure they actively promote participation in the planning process. We will also identify individuals from each part of the county who will serve as community representatives and take responsibility for outreach to a specific segment of the population.

Boston Public Schools, Assignment Policy Development and Geospatial Analysis



- **Utilizing multiple ways to issue invitations**-- Invitations to participate in this planning process will be issued in a wide variety of ways and those who are mostly likely to be interested will receive multiple invitations. Invitation methods will include: emails to lists of interested people, phone calls to key leaders, online notices, social media postings, announcements at public meetings, media announcements and distribution of flyers and other handouts. These various invitations will be designed and delivered strategically so that they reinforce each other.

Task 4.2 Deliverable: *Final list of stakeholder participant who will attend the proposed engagement sessions.*

TASK 4.3 COMMUNITY ENGAGEMENT SESSIONS

The team will plan, organize and facilitate ten (10) community meetings including one (1) meeting with Board of Education and members of the public to get in person community input on existing cluster boundary analysis. These meetings will present relevant information, provide data analysis and findings, gather feedback, and identify key priorities and concerns. These meetings will serve as one of the main ways that community members can give input on boundary issues. During these community meetings, The team may use some of the online scenario tool capabilities to allow for a more interactive and involved engagement experience.

We believe that there are three things necessary to make these meetings a success: 1) getting the right people in the room, 2) designing a meeting that can accomplish the desired goal and 3) conducting the meeting so that it effectively conveys information and captures the desired community feedback.

Getting the right people in the room

- Recruit participants from diverse groups--Specific goals will be set for each meeting in terms of how many people we want to attend and the type of individuals we want to be there. We will invite participants from the very broad range of groups that are described above and track responses in order to get participation that is as inclusive as possible. A special effort will be made to identify and reach out to those who are generally "hard to reach" for meetings like this (i.e. young adults, low income residents, immigrants, etc.). A written plan of specific steps to take will be developed and implemented for each "hard to reach" group that is identified.
- Cover all parts of County and Clusters --Meetings will strategically located in different parts of the county and school Clusters so that all interested residents will have easy access to a meeting. We will also make sure that the venues that are chosen are well known and accessible to all.

Designing a meeting to accomplish the desired goal

The team will work closely with MCPS staff to design the public meetings. Each meeting will be a combination of sharing information with those who attend and getting feedback from these participants. The meeting agendas will be designed to allow adequate time for each of those tasks and make sure they are done effectively. The team will also work with the school system planning team to make sure that materials are prepared and disseminated that provide key information in a clear and understandable manner. This will

include information on how to use the online tools which can be used to keep current on the issues and give input into the planning process. Meetings will generally begin with an opening presentation that gives relevant information and frames the discussion. The agenda will also be structured with multiple opportunities for those who attend to ask questions and express their views. This will be done by using methods such as: small group table discussions, questions and answer periods, worksheets which elicit feedback from all participants, brief periods for individual comments and the use of polling keypads.

The team will work with the MCPS staff to make sure that appropriate venues are chosen for each meeting and that all of the various logistics are handled efficiently. This includes all of the issues related to room set up, audio-visual equipment, handouts, translation, refreshments, parking, and child care. Significant damage can be done to a meeting if these things are not handled and it is very important they be done well.

Conducting the meeting

Consultant facilitators are experts at sharing information, explaining to participants how they can be involved and keeping the meeting focused on the agenda. A lead facilitator - or perhaps two co-facilitators - will guide participants through the agenda at each meeting and make sure that everyone gets briefed on key information and has an opportunity to give feedback. Meetings will also share information about the online tools being used in the planning process so that the work done in the meetings can be integrated with the online feedback. The team has significant experience communicating technical concepts in an interesting and accessible ways and it will be a priority to do this throughout the engagement process.

Report Results to Staff and Superintendent

After each community meeting, we will create a short document that summarizes the major ideas, themes, and other feedback from the meeting. When all of the meetings are completed we will meet with the school system staff to make sure we understand definitively what data, results and recommendations are most important. After that, we will write a report that compiles and synthesizes the input from all aspects of community engagement. We will highlight the key themes from all of the discussions that take place and also share and analyze the quantitative data that has been received at the meetings.

Task 4.3 Deliverable: *Individual summary memos for each of the ten (10) community meetings documenting major ideas, themes and feedback*

TASK 4 OVERALL DELIVERABLES

- Report outlining engagement strategy, list of participants, and summary of issues and topics discussed during each of the community engagement sessions conducted by the The team.

TASK 5: FINAL REPORT AND PRESENTATION

The team will prepare an interim and a final report that will summarize the analyses, findings and community feedback completed up to the time of the reporting. We will prepare graphically compelling narratives that uses cutting edge data representation techniques to enable full comprehension of complex concepts. Ideally, we will include yet another round of community engagement at the end of the interim report to ensure that all the diverse opinions are articulated correctly in the final report.

5.1 Interim Report

Using all the analysis from Task 3.1, The team will produce a draft Existing Conditions Analysis Report that includes the component deliverables generated throughout Task 3.1. This Report will include an atlas of opportunities and constraints. The Commission's staff team's Project Manager will be responsible for compiling all Staff team comments and submitting a merged set of comments and requested changes to the The team. Upon receipt of the comments, The team will provide an updated draft report at no additional cost.

Task 5.1 Deliverable: *Interim report outlining summary of steps, community engagement and solicited feedback using graphically compelling narrative. In addition, The team will also be prepared to present the findings of the interim report with the community. The team will prepare the report and submit it digitally for review. The team will provide an updated draft of the Interim Report addressing the requested changes to an extent possible.*

Optional Task

5.2 Additional Stakeholder Interviews (Optional Task)

To supplement the Interim Report, The team will collaborate with the MCPS staff team to identify additional stakeholders to interview (including, but not limited to, those identified as part of Task 4.2) regarding issues and opportunities identified during the analysis of existing conditions. The team will compile the results of up to one (1) additional interview into a supplemental Stakeholder Interview Report. The team expects this to be a quick two (2) week exercise that can have a meaningful impact on the project outcome.

Task 5.2 Deliverable (Optional): *The team will compile the key take-aways of the interviews into a Stakeholder Interview Report in the form of presentation slides, using concise text and graphics, for ease of distribution and consumption online and in print. This report will be submitted digitally.*

5.3 Final Report

Based on inputs solicited under Task 4, Task 5.1 and Task 5.2, Consultant will generate final exiting conditions report with the supporting maps, illustrations and KPI dashboard profiles per each of the school clusters. If necessary, Consultant staff will engage in additional workshops with the MCPS staff to refine the analysis and boundary changes in the best interest of the project at no additional cost. Consultant staff will work closely with MCPS's Project Manager to ensure that staff team's inputs are received in a timely manner before preparing a final version of the report.

Task 5.3 Deliverable: *Within two (2) weeks, The team will create a digital copy of the final existing condition report that will be circulated with the Commission staff team for a final round of inputs. Following the round of inputs from MCPS staff, The team will revise the report and provide a digital and two (2) hard bound copies of the final report.*

TASK 5 OVERALL DELIVERABLES

- The team will prepare a digital and (2) hard bound copies of Interim Report and deliver to the MCPS team by February 15 2020.
- The team will prepare a digital and (2) hard bound copies of Final Report incorporating all the comments till date no later than June 01 2020
- The team will summarize key findings from the project, including key themes from community engagement process into a presentation format as agreed upon with MCPS staff.



3.2 Schedule of Services

Schedule of services to be revised based on discussion with MCPS.

| | Aug 2019 | Sept 2019 | Oct 2019 |
|---|----------|-----------|----------|
| 0 PROJECT MANAGEMENT | | | |
| 0.1 Ongoing project management (inc. bi-weekly meetings) | | | |
| 0.2 Internal Presentation / Worksessions with MCPS Project Team (in addition to bi-weekly meetings) | ● | | ● |
| 1 CONSULTANT ORIENTATION & DATA ANALYSIS | | | |
| 1.1 Review of Trends and Data (Part 1) | | | |
| 1.2 Kick-off and Orientation Meeting | | ■ | |
| 1.3 Review of Trends and Data (Part 2) | | | ■ |
| 2 BENCHMARKING & BEST PRACTICES | | | |
| 2.1 Best Practices in Boundary Changes | | | |
| 2.2 Comparable Benchmarks | | | |
| 3 COUNTY-WIDE COMPREHENSIVE ANALYSIS | | | |
| 3.1 KPI Definition and Method Development | | | |
| 3.2 Baseline Cluster Scenario | | | |
| 3.3 Cluster Scenario Alternative(s) | | | |
| 4 COMMUNITY ENGAGEMENT | | | |
| 4.1 Communication Plan | | | |
| 4.2 Building a Diverse Audience | | | ■ |
| 4.3 Community Engagement Sessions ■ | | | |
| 5 REPORT AND PRESENTATION | | | |
| 5.1 Interim Report | | | |
| 5.2 Additional Stakeholder Interviews (Optional) ■ | | | |
| 5.3 Final Report | | | |

- Stakeholder Engagement / Workshops Sessions
- Key Deliverable
- Optional Deliverables

Nov 2019

Dec 2019

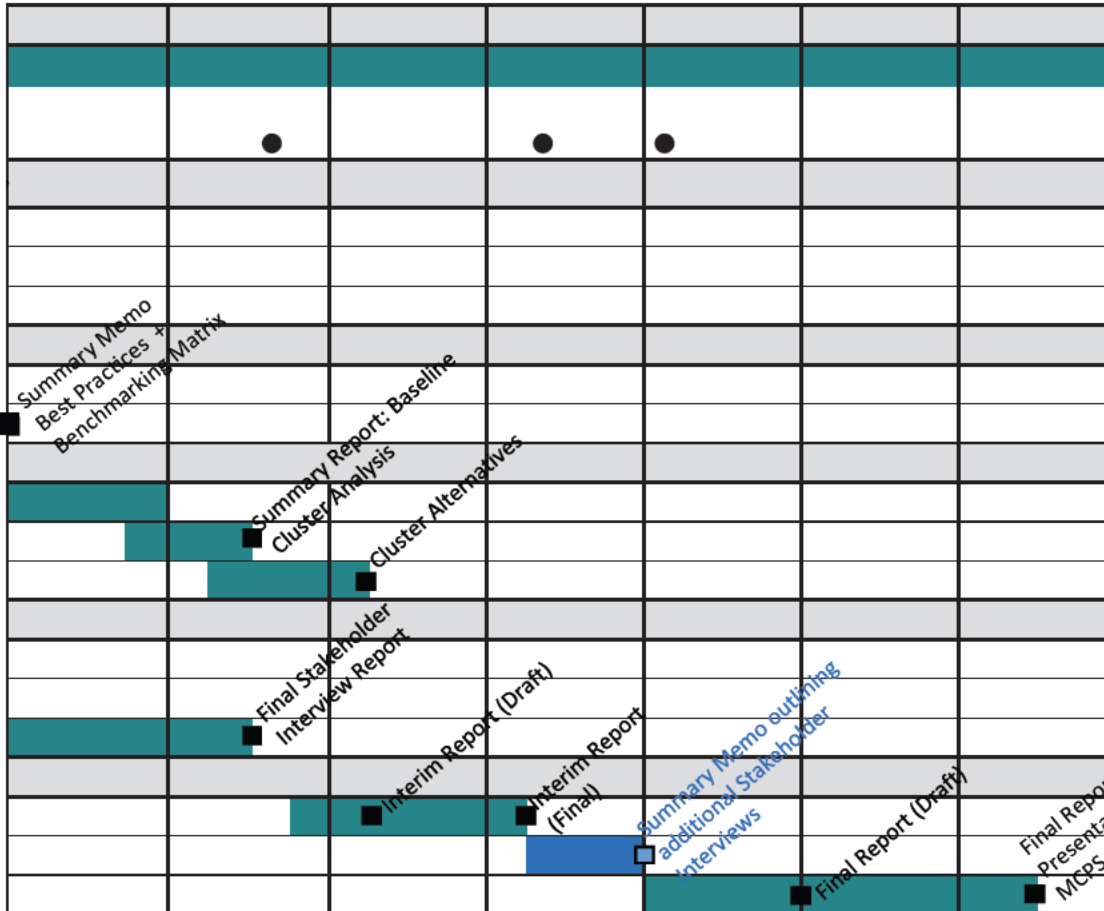
Jan 2020

Feb 2020

Mar 2020

Apr 2020

May 2020





TAB 3

4.0 Contract Term

5.0 Contract Termination

6.2 Relevant Projects

4.0 & 5.0 Contract Term & Termination

The team acknowledges and complies with the contract terms and termination clause laid out in the RFP

6.2 Relevant Projects

School Boundary & Redistricting Plan

Client

School District of Lancaster

Location

Lancaster, PA

Status

Ongoing



Consultant has been commissioned by the School District of Lancaster to implement the development of a School Boundary and Redistricting Plan in order to balance enrollment across the District's twenty-two schools. Enrollment in the District has increased substantially in recent years; since 2013, more than 1,500 refugees have resettled in Lancaster County. The District also serves approximately 1,000 students who are homeless, lacking in basic necessities like clothing, school supplies, health care, and hygiene supplies. Furthermore, outdated policy regarding the provision of transportation services for students has not been revised to take into consideration the difficulties faced by Lancaster's students in getting to school.

Responding to these challenges, the School Boundary and Redistricting Plan will seek to:

- Realign attendance zone boundary to balance student population proportionately at elementary schools based on an optimum range of 80 – 90 percent of school capacity.
- Realign attendance zone boundary to balance student population at secondary schools.
- Provide comprehensive scenarios for multiple situations.
- Form a task force, comprised of Administrative, Community, and Board Members, to review the findings and recommendations of the report to provide a non-binding recommendation to the School Board in the fall of 2019.
- Maximize transportation efficiencies.

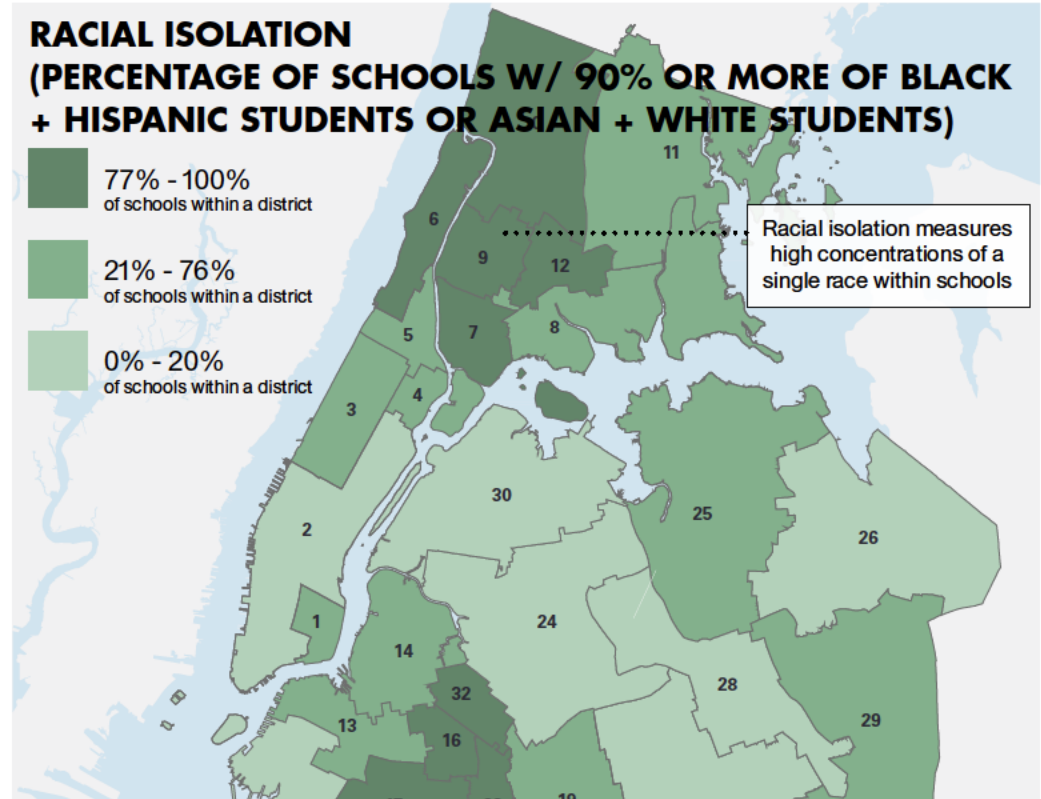
6.2 Relevant Projects

NYC Equitable Admissions Study

Client
NYC Department of Education

Location
New York, NY

Status
Completed 2018



Consultant was commissioned by the New York City Department of Education to conduct city-wide, district-wide and school level dissimilarity analysis on five diversity indicators; poverty, the economic need index, English language learners, students in temporary housing and race. The analysis allowed Consultant, in collaboration with the DOE, to identify schools districts with high indices of dissimilarity (or stratification) and make comparisons between school districts and individual schools. Additionally, Consultant interviewed superintendents in key school districts to gain an understanding of each district, ongoing diversity work, and the superintendent's willingness to engage in a larger community planning process.

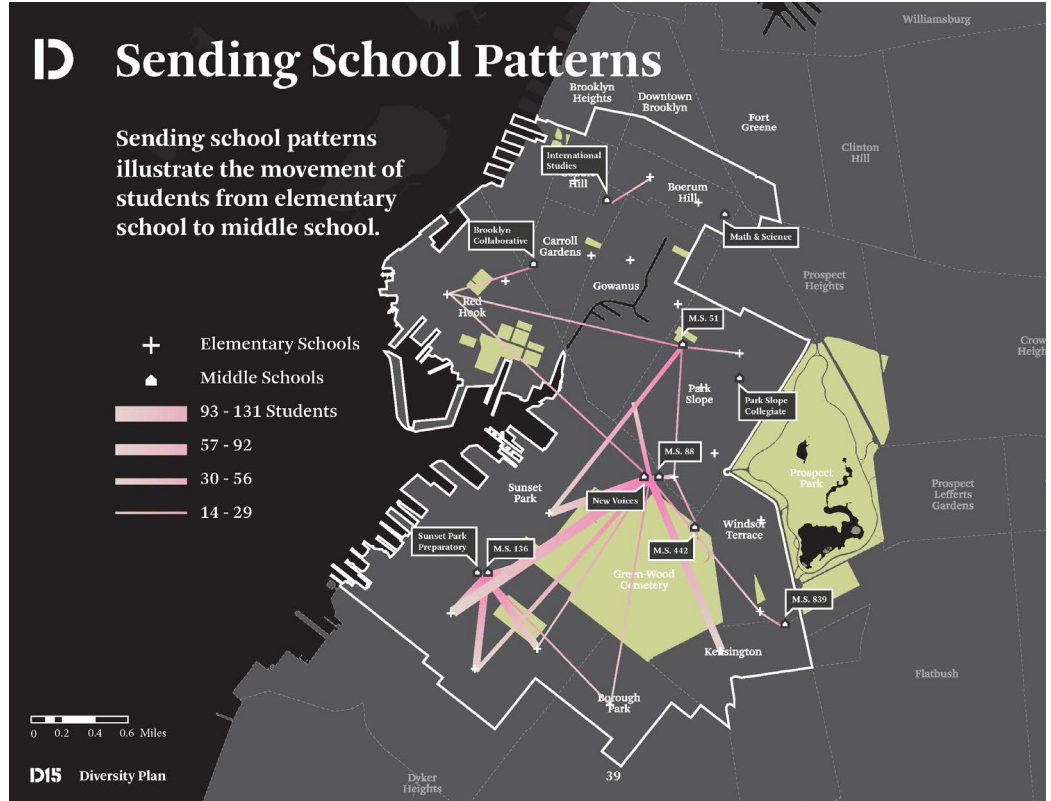
6.2 Relevant Projects

D15 Diversity Plan

Client
NYC Department of Education

Location
Brooklyn, NY

Status
Completed 2018



As part of a city-wide diversity plan to address school segregation, the New York City Department of Education commissioned Consultant to develop an outreach process and plan for more integrated and inclusive middle schools in District 15.

Consultant tailored an extensive public process to ensure all workshops were inclusive and accessible by providing multiple translators, food and childcare. Over five months, more than 500 people participated in four public workshops; 80 meetings were held with stakeholders, from councilmembers to public housing residents; and 800 more people responded to an online survey.

The complexity of school diversity issues—such as student travel patterns and the impacts of admission policies on middle school demographics—required a sensitive and thoughtful approach to data collection and analysis, made legible through engaging graphic design, accessible language, and video animations. The DOE is in the process of implementing most of the recommendations made in the final report.

6.2 Relevant Projects

Boston Public Schools Enrollment Projections

Client

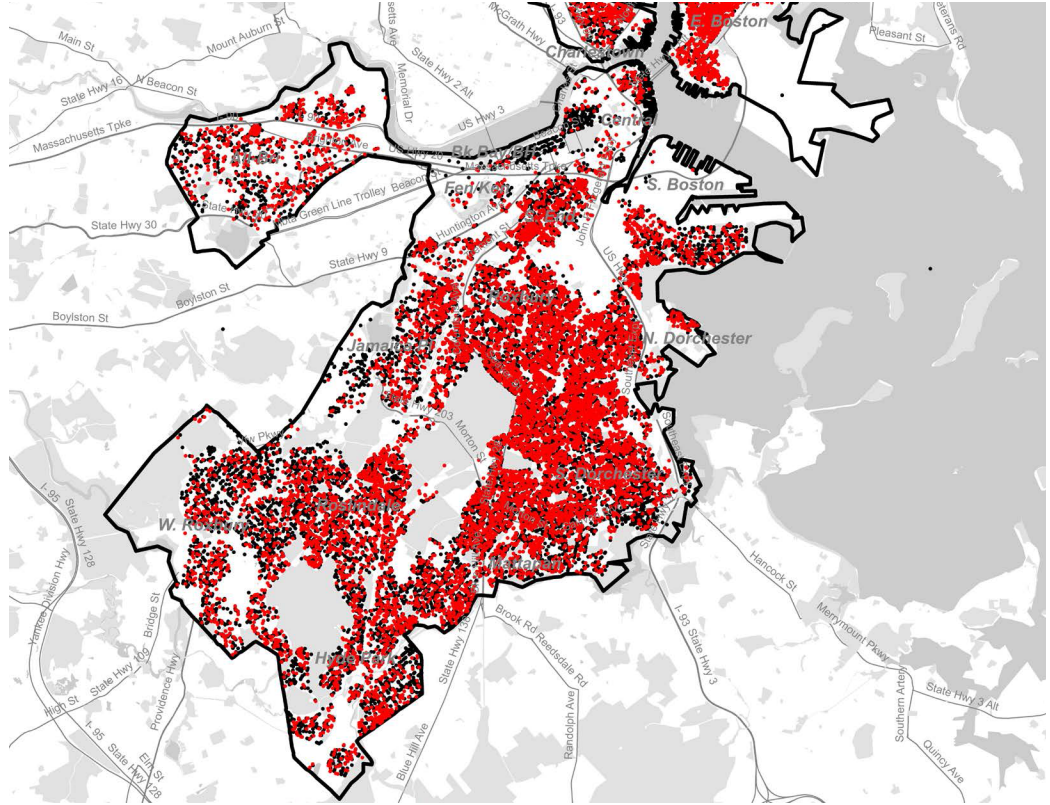
Boston Public School System

Location

Boston, MA

Status

Completed 2012



Consultant provided the Boston Public School District with a five-year enrollment projection, including population estimates by single year age, by Census block, by year for all children in the city of Boston. These children were then split between public and private schools according to public school participation rates for their neighborhood. Developed completely within ArcGIS using Python, the projection was developed as a tool designed not only to produce enrollment projections, but to test different policies and to develop a range of output so that the school planner could ask questions, and not simply react to the model results. Both the forecasts and the model were delivered to Boston Public Schools so that it could be used independently from Consultant.

6.2 Relevant Projects

Boston Public Schools Geospatial Analysis

Client

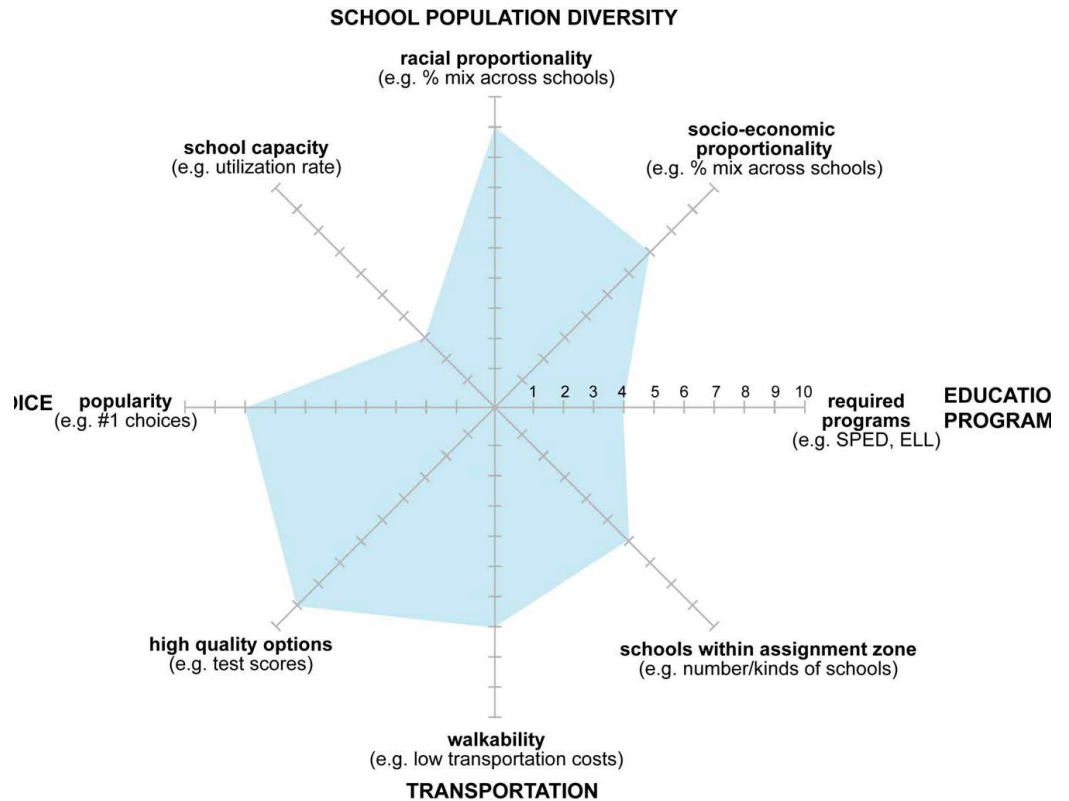
Boston Public School System

Location

Boston, MA

Status

Completed 2012



Consultant was commissioned by Boston Public Schools to conduct an analysis and scenario testing for school assignment policy. Consultant modeled new school assignment approaches that balanced choice, social equity, school capacity and distance to schools. Comprised of three zones, the previous Boston assignment system allows students to apply for an unlimited number of schools.

As part of the study, the Consultant project team conducted a geospatial analysis of the current school assignment system and tested a number of new scenarios for school assignment using CommunityViz, a ArcGIS extension that offers the capacity to test a range of options and parameters. Consultant also created an online mapping tool that enabled parents and families to test the various scenarios by entering their home address, mapping the assignment systems relative to home address and viewing their school choices in each model.

Consultant, further provided the Boston Public School District with a five-year enrollment projection, including population estimates by single year age, by Census block, by year for all children in the city of Boston. These children were then split between public and private schools according to public school participation rates for their neighborhood.

6.2 Relevant Projects

New Rochelle School Capacity Study

Client

City of New Rochelle

Location

New Rochelle, NY

Status

Completed 2015



As part of a redevelopment effort of downtown New Rochelle, Consultant studied the impact of the New Rochelle school district over a 10 year horizon based on anticipated new public school student registration. Opportunities for accommodating new students through classroom optimization, new construction, and policy changes were among strategies examined for managing school district population growth.

Consultant then completed a 10 year enrollment projection for all children in the district, not only those in public schools. This led to a more holistic outcome, understanding population trends and more nuanced changes in school enrollment over the study period. A broad demographic analysis took place that focused on spatial distribution of the population of New Rochelle. From these trends, an assessment of potential educational space expansion and improvement took place, with careful consideration of location and transportation needs.

Consultant then investigated an impact fee to calculate the proportionate share and likely expense incurred by the school district due to the proposed redevelopment. Additionally, a plan-based fee framework and calculation took place which was used to understand costs of financing capital infrastructure for a set of improvements to a specified amount of development.

6.2 Relevant Projects

Ward 7 Action Summit



The consultant was asked by the newly elected Washington, DC Councilman in Ward 7, Vince Gray, to help him organize and conduct a day-long meeting with his constituents. The meeting was held on Saturday, December 3, 2016 at the KIPP DC Smilow Campus from 9:30 AM to 3:30 PM. The purpose of the meeting was to identify action priorities for Councilman Gray to help guide him during his time in office. In particular, Councilman Gray wanted input from the community on issues relating to housing, public safety, jobs, education, transportation and health care.

More than 250 residents and business owners in Ward 7 attended the meeting and there was a good cross section of people from various neighborhoods as well as key community organizations. Participants of all ages were part of the Action Summit including young people ages 16-25 who were particularly well represented. All of the participants spent the day learning about the issues, talking together in small groups, entering ideas into networked computers and voting with handheld key pads to determine what the action priorities for Ward 7 should be. Councilman Gray and his staff spent the entire meeting listening to the concerns and suggestions of those who attended and promised to act on what they heard. Immediately after the Ward 7 Action Summit, Councilman Gray took the data from the meeting and worked with his staff and others in the Ward to develop a comprehensive action plan. That plan was completed three weeks after the Action Summit and now serves as a guide for the work Councilman Gray is doing on the DC City Council.



6.2 Relevant Projects

Project: Routing Assessment and Impact Analysis Related to School Time Changes

Pinellas County Schools
Largo, FL

The overarching objective of this analysis was to determine how the routing structure could be revised to minimize the number of new resources necessary to support later high school start times. In addition to the performance of several analyses to determine an operational baseline, TPG performed several analyses to determine an optimal bell time structure to support school bell time changes. The primary finding was that PCS could change high school start times and extend the elementary instructional day by 10 minutes without severely impacting efficiency, cost, or service quality of PCS transportation operations.

Project: Boundary Revision Impact Assessment

Cedar Rapids Community Schools
Cedar Rapids, IA

The consultant was engaged by the Cedar Rapids Community Schools to perform two separate Boundary Revision Impact Assessments in 2012 and 2018. While the district is unlike Montgomery County in terms of district size and enrollment, the project was equally complex as the result of the potential closing of 8 of the district 21 elementary schools and a reduction in the eligibility walk boundaries. Using ArcGIS, TPG produced multiple illustrations to clearly show the impact of any proposed change on the education programs and the stakeholder community. The following Figure was used to illustrate student density for each of the elementary schools and provides one example of our analytical expertise in defining the impact of redistricting and boundary changes.

Project: School Boundary & Transportation Impact Analysis

School District of Washington
Washington, MO

The consultant was engaged by the School District of Washington to assess and recommend the new configuration of school attendance boundaries. The need for redistricting arose as the District prepared to add a new elementary school and retire a school that would no longer be utilized. The goals of this endeavor were to identify the best location for the new elementary school, equitably distribute students to best utilize school buildings and prevent overcrowding. In addition, TPG assessed the impact each of the new potential school alignments would have on transportation cost and students service quality by identifying the number of additional buses that would be needed to accommodate the new boundary alignment. The results of this study will be used as one of the factors to exhibit proof of due diligence by the District in showing how the location of the new school will impact the District as a whole.

TAB 4

- 7.0 Format of Response
- 8.0 Mandatory Submissions
- 9.0 Treatment of Technical Data in Proposal
- 10.0 Proprietary & Confidential Information
- 11.0 Evaluation Criteria
- 12.0 Schedule of Events
- 13.0 Pre-Proposal Conference
- 14.0 Inquiries
- 15.0 Addenda/Errata
- 16.0 eMaryland Marketplace
- 17.0 Multi-Agency Participation
- 18.0 Unnecessarily Elaborate Brochures
- 19.0 Bid Protests
- 20.0 Contract
- 21.0 Notice to Bidders

7.0 Format of Response

The team acknowledges and complies.

8.0 Mandatory Submissions

The team acknowledges and complies with the mandatory format of submission. In case of discrepancy, and given the tight deadline of the submission, Consultant requests that the MCPS staff reach out for any clarification.

9.0 Treatment of Technical Data in Proposal

The team acknowledges and complies.

10.0 Proprietary & Confidential Information

The team acknowledges and complies.

11.0 Evaluation Criteria

The team acknowledges and complies.

12.0 Schedule of Events

The team acknowledges and complies.

13.0 Pre-Proposal Conference

Consultant attended the pre-proposal conference and complies with all the additional items discussed during the session.

14.0 Inquiries

The team acknowledges and complies.

15.0 Addenda/ Errata

The team acknowledges and complies with the various issues addendum.
Please refer to attachments at the end of the document for signed addendum documents.

16.0 eMaryland Marketplace

The team acknowledges and complies.

17.0 Multi-Agency Participation

The team acknowledges and complies.

18.0 Unnecessarily Elaborate Brochures

The team acknowledges and complies.

19.0 Bid Protests

The team acknowledges and complies.

20.0 Contract

The team acknowledges and complies.

LUMPSUM RATES BY TASK

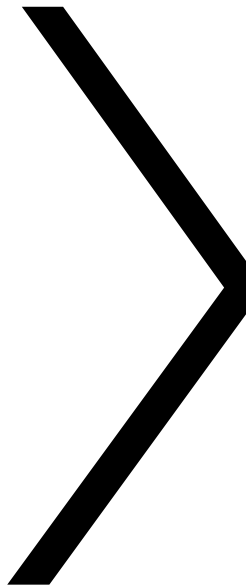
| TASKS | | All Inclusive Cost * |
|---|---|----------------------|
| Task 1 | CONSULTANT ORIENTATION & DATA ANALYSIS | \$ 30,000.00 |
| Task 2 | BENCHMARKING & BEST PRACTICES | \$ 18,250.00 |
| Task 3 | COUNTY-WIDE COMPREHENSIVE ANALYSIS ¹ | \$ 122,500.00 |
| Task 4 | COMMUNITY ENGAGEMENT ² | \$ 255,000.00 |
| Task 5 | REPORT AND PRESENTATION | \$ 34,250.00 |
| Total (labor) | | \$ 460,000.00 |
| Total Expenses- Traveling and printing costs as necessary for various part of the project | | \$ 13,800.00 |
| TOTAL (Task 1 - 5) | | \$ 473,800.00 |

Task cost amended from July 15, 2019 submittal

Notes

- 1 Cost to include online tool license and development cost through our sub-consultant CARTO (<https://carto.com/>)
- 2 Cost reflects new engagement structure outlined under Task 4 of this document. Please note that engagement related costs such as cost of venue, refreshments, childcare, translation, direct outreach and recruitment, are not included in this cost structure.

We look forward to discussing the proposed fee with MCPS staff and refining the cost proposal specifics and scope of work as needed to provide the best value to MCPS



W X Y architecture + urban design

224 Centre Street, 5th Floor
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wxystudio.com

ADDENDUM ERRATUM # 1



MONTGOMERY COUNTY PUBLIC SCHOOLS
MARYLAND
www.montgomeryschoolsmd.org

July 8, 2019



ERRATUM #1

RFP # 4886.1, Boundary Analysis Consultant

Please note the following changes to above-mentioned RFP.

1. **The following paragraph in section 8.0 Mandatory Submissions, of the captioned RFP, is hereby deleted in its entirety:**

The selected provider(s) must have demonstrated experience in providing alternative programs for students to obtain a high school diploma (as defined in Section 3) in similar institutions (e.g., school districts, departments of education, etc.).

All other terms and conditions remain the same.

Angela McIntosh-Davis, CPPB, Team Leader
Procurement Unit

AMD

Please indicate your acceptance of this notice by signing below and return with your bid or under separate cover.

Accepted: Adam Lubinsky, Managing Principal
Name and Title

Name of Company: WXY ARCHITECTURE + URBAN DESIGN

Procurement Unit

45 West Gude Drive, Suite 3100 ♦ Rockville, Maryland 20850-9999

ADDENDUM ERRATUM # 2



July 10, 2019



ERRATUM #2

RFP # 4886.1, Boundary Analysis Consultant

Please note the following changes to above-mentioned RFP.

1. **The following attachment (Appendix A) is now added as part of the RFP that is referenced in section 20.0:** MCPS General Contracting Articles.
2. **The following paragraph in section 3.0 Scope of Services, Deliverables is hereby deleted:**

Facilitated community engagement with the Board of Education. In the fall of 2020, the External Consultant shall facilitate an interactive public engagement opportunity with the Board of Education and members of the public on the scope and work of the analysis. The purpose will be to engage the Board members and the public in facilitated interactive communication; to receive feedback and input from the public on the project; and to provide an opportunity for the community to hear and understand the complexity and multiple aspects of the project. The Consultant will propose a format and structure for this engagement; the final format and structure will be designed in consultation with MCPS and Board of Education staff.

And replaced with

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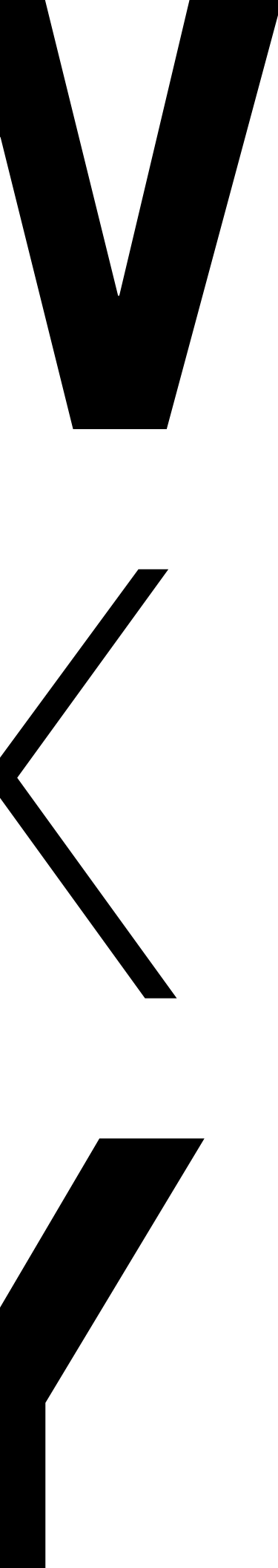
3. The following link to the ABA Policy on Community Involvement is hereby included under section 2.0, Introduction, *Policy Context*.

<https://www.montgomeryschoolsmd.org/departments/policy/pdf/aba.pdf>

Please indicate your acceptance of this notice by signing below and return with your bid or under separate cover.

Accepted: Adam Lubinsky, Managing Principal
Name and Title

Name of Company: WXY ARCHITECTURE + URBAN DESIGN



Request for Proposals
RFP 4886.1

REVISED SCOPE & PRICE PROPOSAL

Comprehensive Analysis of School & Cluster Boundaries

Montgomery County
Public Schools Maryland

August 20, 2019
WXY architecture + urban design

Transmittal Letter

August 20, 2019

Angela McIntosh David
Team Leader
Procurement Unit

45 West Dufe Drive
Suite 3100, Rockville
Maryland 20850-9999

Adam Lubinsky, PhD, AICP
Managing Principal
adamlubinsky@wxystudio.com

WXY architecture + urban
design

Head Office
224 Centre Street 5 Fl
New York, NY 10013
212.219.1953 x17

Washington, D.C. Office
1875 Connecticut Ave NW,
Universal North Floor #10,
Washington D.C. 20009

Dear Angela,

We sincerely appreciate the opportunity to interview with MCPS on August 19. On behalf of our team, I want to thank everyone who took the time to meet with us on Monday.

Our team gained several insights from the recent interview session. As per our discussion with MCPS, we have re-assessed a few scope items that are detailed further in this document. We believe that these changes will help the team develop a stronger work product. As such, this revised cost proposal and scope outline supersedes the proposal submitted on July 15, 2019. Please note that the revised scope follows the same structure as the one previously submitted by WXY. However, the attached scope represents key differences in our approach as described below:

A collaborative approach to defining basic Key Performance Indicators (KPIs) and target ranges/metrics for MCPS

- Define critical Key Performance Indicators (KPIs) with MCPS and local community members;
- Allow MCPS community members to understand how the KPIs relate to each cluster, based on current conditions;
- Establish critical priorities and metrics; and
- Gather ideas generated through a range of cluster-based meetings on policy changes that may also be utilized to achieve metrics relative to the KPIs.

A refined process for identifying and utilizing benchmarks

- Conduct analyses that enable benchmarking comparisons with other school districts (e.g. dissimilarity analysis for demographics or average travel distances for students at different schooling levels).

An interactive model for testing scenarios

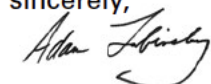
- Allow MCPS community members to test their own scenarios through an interactive tool online and in cluster-based community meetings in order to gain comprehensive understanding of issues and challenges.

A strategy for reinforcing community ownership

- Develop a report and presentation that highlights policy ideas and scenarios developed by MCPS community members, in combination with key findings and recommended next steps; and
- Establishing transparency through the project website to ensure that community members understand how their feedback was incorporated into the findings and recommendations.

Please note that this process and the resulting final report will not seek to establish final cluster or school zone boundaries. The process depicted in this scope of work will, however, provide MCPS with the critical feedback and analysis necessary to approach and complete a redistricting process. We are open to further discussion of the scope items noted here should you feel the need for additional clarification or revisions. We look forward to continuing our conversation.

sincerely,



Adam Lubinsky

Scope Amendments

Amended Scope Items in Red

TASK 1: CONSULTANT ORIENTATION & DATA ANALYSIS

TASK 1.1 - Review of Trends and Data (Part 1)

Scope retained

TASK 1.2 - Kick-off and Orientation Meeting

Scope retained

TASK 1.3 - Review of Trends and Data (Part 2)

Scope retained

TASK 1.4 - Pre-scoping Engagement Work with MCPS Team

- WXY will refine goals and engagement approach with MCPS team
- WXY will work with MCPS team to identify detailed outreach process, including a final list of stakeholders for targeted engagement
- WXY to develop final engagement plan, schedule and process guide

TASK 2: CONSULTANT ORIENTATION & DATA ANALYSIS

TASK 2.1 - Best Practices in Boundary Changes

Scope retained

TASK 2.2 - Comparable Benchmark

Scope retained

TASK 3: COUNTY-WIDE COMPREHENSIVE ANALYSIS

TASK 3.1 - KPI Definition and Method Development

Scope retained

TASK 3.1.1 - KPI Benchmark

- WXY team will identify logical benchmarks for each of the Key Performance Indicators with the MCPS staff to help think about logical metrics

TASK 3.3 - Baseline Cluster Scenario

Scope retained

TASK 3.2 - Online Scenario Tool Interface Design

- WXY and Carto will sketch a tool interface design to illustrate core tool functionalities
- WXY will meet with the client team to hone tool functionalities and solicit additional interface design ideas
- WXY will create a mock-up of the tool at the cluster-level with synthetic data, then solicit feedback from the client

TASK 3.3: Online Scenario Generation Tool Development

- Once a preliminary interface design has been developed, WXY will work with Carto to create a fully functional draft online tool with MCPS data
- WXY will iteratively develop tool based on client feedback, adjusting styles, language, and functionalities
- WXY will develop functionalities to allow users with different levels of access (public vs. MCPS staff) to export modeling results as summary statistics or detailed tables
- The interactive model will be based on current student population and can integrate basic growth projections. We will rely on MCPS to provide that information

TASK 3.4 - Assessing Potential Boundary Modification

- Once the baseline cluster scenario is made, and the online scenario tool is developed, WXY team will look at a few factors that can help assess potential boundary modification.
- WXY team will work with MCPS staff to create a few boundary modification option but will not seek to establish MCPS-approved or consultant-derived new cluster or school zone boundaries.
- Pending discussion with MCPS staff, WXY can also undertake specific cluster-based analysis (e.g. changing elementary school zones) for up to 4 clusters. Those clusters could be selected based on two basic KPIs, such as building utilization and demographics (such as based on a socioeconomic dissimilarity analysis to all clusters in order to determine which clusters have the most dissimilarity between a cluster's elementary schools.

The Consultant's successful completion of Tasks 1 and 3 is contingent upon the receipt of student data that is well-documented and reliable. The client team will have the following information available in electronic format:

- **Building Information:** Location, age, size, capacity, capital work, and a space inventory.
- **Enrollment:** Current and historic enrollment by school and grade.
- **School Performance:** PSSA and Keystone scores, School Performance Profile, and graduation rates.
- **Grades and Feeders:** Current, historic, and future grade configuration of each school. Current and historic feeder patterns.
- **Student:** Individual student information with student ID, address, grade, and school.
- **Transportation:** Busing guidelines, routes, stops, and student IDs.
- **Boundaries:** Existing zone boundaries for each school as ESRI shapefiles.

Should any of these data be unavailable, the client team understands that proxies of less statistical reliability may be required for missing data. The Consultant requests that student names be removed from MCPS datasets before receipt.

TASK 4: COMMUNITY ENGAGEMENT

Given the magnitude of outreach and engagement associated with the schedule proposed below, WXY team will assist, not lead, communication, outreach and audience building scope of the project. In the past, our team has worked with variety of client teams to achieve similar objectives.

Task 4.1 Communication Plan

Consultant will work with the MCPS staff and other county officials to develop an effective communication plan for outreach to support the engagement plan and schedule developed during Task 1. **While elements of the plan will be carried out by MCPS**, the WXY team will assist in developing materials for:

- Timely and clearly written press statements ;
- Email blasts to existing MCPS contact lists;
- An editorial calendar to drive the project’s social media presence on Facebook, Twitter, Instagram, and other relevant platforms;
- An email newsletter that is delivered twice a month to a list of key contacts during the duration of the boundary process; and
- An interactive website that is accessible and easy to use

Task 4.2 Building a Diverse Audience

Scope retained

Task 4.3 Phase 1: Information Gathering Sessions

- Up to 40 one-on-one stakeholder meetings (in-person or on the phone) and data gathering pop-up meetings;
- WXY will lead these meetings, with support from PEA and MCPS staff, to conduct an information gathering process and develop and understanding of community goals and concerns.
- The WXY team will use the feedback from these meetings to establish a final list of Key Performance Indicators (KPIs) and develop priorities for the project moving forward.
- Meetings will take place in all 19 school clusters. However, then number of meetings in each cluster will be determined by the complexity of issues revealed during Tasks 1 and 3.
- The stakeholders engaged during these meetings will be determined when the engagement plan and stakeholder list are developed during Task 1. Meetings will include one or more stakeholders, depending on overlaps and/or synergies between stakeholder perspectives.

Task 4.4 Phase 2: Idea Generating Workshops

- 19 Interactive workshops in each cluster, and 20 interactive meetings with “hard to reach” groups
- The WXY team will work with MCPS and stakeholders/community members to develop scenarios for boundary changes and redistricting.

Task 4.4a Website Launch with Interactive Tool: WXY will develop a project website to publicize meetings and share information with community members. The website will include the interactive online mapping tool that will be developed in collaboration with Carto.

- Interactive tool will help community members understand the implications of selected redistricting options on their families and communities.
- Feedback from community members during this task will then be informed by the options presented in this online mapping tool.

Task 4.4b Cluster-Wide Public Workshops: PEA (with support from WXY and MCPS in the most complex clusters) will lead 19 public workshops to discuss redistricting options with community members in each cluster.

- Each meeting will utilize the online mapping tool to illustrate the impacts of these options, and assist participants with providing informed feedback.

Please note that the scope and cost does not include:

- Direct outreach and recruitment (need MCPS help in clusters)
- Cost of venue (assumes use of MCPC rooms)

- Technology to record feedback
- Refreshments, childcare, translation

Task 4.4c Targeted Engagement: In addition to the cluster-wide workshops, WXY will lead up to 20 targeted, small group workshops with communities who do not typically participate in traditional engagement or are otherwise “hard to reach”.

- These workshops will be arranged in coordination with community liaisons from the organizations identified during Task 1, and will engage community members who are traditionally underrepresented in similar processes.
- WXY will work with MCPS, PEA and community liaisons to determine the ideal location and time for each workshop to minimize disruption to participants schedules and responsibilities.

Task 4.5 Establishing Broad Community Agreement

- A series of broad summary and findings presentations conducted at the “regional scale” to gauge broad community agreement with the project’s findings.
- Up to three (3) presentations will be held (up to two in each region: north, south and west).
- The WXY team will prepare materials for the presentations, to be delivered by the appropriate party who should represent the process (to be determined in collaboration with MCPS).
- Presentations will be followed by an open house style “poster session” where attendees will have the opportunity to give feedback to facilitators at each poster station.

Please note that the scope and cost for the proposed three (3) sessions does not include:

- Direct outreach and recruitment (must have help from MCPS on this)
- Cost of venue (need rooms to be donated)
- Networked computers to get feedback from tables
- Lunch or dinner
- Translation
- Childcare

COST PROPOSAL

LUMPSUM RATES BY TASK

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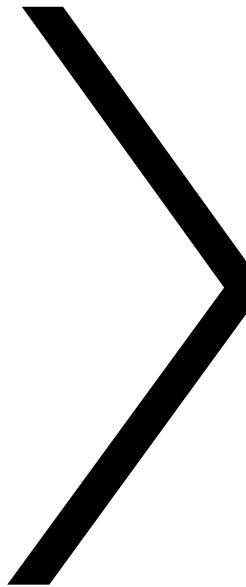
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STAFF RATES

| |
|--------------------|
| STAFF RATES |
|--------------------|

| | Work Classification | Hourly Rate |
|-----------------|---|-------------|
| WXY | Principal / Project Manager Director Associate Senior Planner Planner / GIS Support Administrative | |
| PEA | Principal (PEA) Outreach Support (PEA) Administrative Support (PEA) | |
| TRANSPAR | Principal GIS Specialist | |



W X Y architecture + urban design

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