

June 8, 2026

RFP Number: 1083.7  
Due Date: July 27, 2026  
Open Time: 2:00 pm

To: Prospective Respondents:

The purpose of this Request for Proposal (RFP) is seeking to establish a list of pre-qualified Vendors with proven competencies and expertise in specific areas of needs to provide information technology, professional services and temporary personnel to address needs outlined in this RFP.

Questions regarding the RFP must be submitted by the close of business, 4:00 p.m., on June 22, 2026.

The contractor must submit their offer per the instructions under the RFP, Section 8.0, Format of Response and 9.0, Mandatory Submissions. The submission must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

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

Sincerely,



Angela McIntosh Davis, Director  
Department of Procurement

AMD: se

Copy to:  
RFP File

**Division of Financial Management  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Department of Procurement, Suite 3100  
45 West Gude Drive  
Rockville, Maryland 20850**

**Request for Proposal #1083.7**

**Professional Services and Temporary Personnel for Information Technology  
Consulting/Contractual Services**

**1.0 INTENT AND PROGRAM BACKGROUND**

The intent of this Request for Proposal (RFP) is to establish a comprehensive, competitively solicited and awarded Master Agreement to provide professional IT services, technical solutions, and temporary personnel to Montgomery County Public Schools (MCPS). This Master Agreement serves as the primary contractual vehicle for MCPS to acquire expert human capital and specialized infrastructure while ensuring consistent terms and conditions across the enterprise.

In alignment with MCPS strategic priorities, this vehicle ensures that IT solutions support equitable access to high-quality technical resources.

The purpose of this RFP is to establish a list of pre-qualified technical partners capable of providing a full-spectrum portfolio of Professional IT Services and Temporary Personnel. This solicitation creates a flexible procurement vehicle for the MCPS Division of Technology Services (DTS) and other administrative offices to acquire expert human capital required for custom development, system integration, and staff augmentation.

This vehicle is designed to support the full System Development Life Cycle (SDLC), ranging from strategic planning and modernization to physical infrastructure maintenance. By combining these requirements into a single competitive process, MCPS ensures that departments can issue specialized Statements of Work (SOW) or Requests for Resumes (RFR) as specific operational needs emerge. To remain current with emerging technologies and industry best practices, MCPS reserves the right to open Expansion Windows at three-year intervals. This allows new vendors to enter the program and existing contractors to add new functional areas, ensuring MCPS maintains access to the latest software engineering, intelligent automation, and data science expertise.

**2.0 INTRODUCTION**

Montgomery County Public Schools (MCPS) is the 17th largest school system in the United States, and the largest in the state of Maryland. During the 2023-2024 school year, MCPS served more than 159,000 students from 150 countries speaking 162 languages. With a Fiscal Year (FY) 2025 Operating Budget of approximately \$3.3 billion, MCPS employs more than 25,800 employees. Among the 211 schools that MCPS operates, 42 are National Blue-Ribbon schools. US News & World Report ranked all 25 of MCPS's high schools in the 2025 "Best High Schools" list. Four were in the top 500 nationally, and eight were in the top 25 in Maryland. The student demographics of MCPS in 2024-2025 were as follows:

Hispanic/Latino: 35.2%  
 White: 23.9%  
 Black or African American: 21.6%  
 Asian: 13.7%  
 Two or more races:  $\leq 5.3\%$   
 American Indian or Alaskan Native:  $\leq 0.2\%$   
 Native Hawaiian or other Pacific Islander:  $\leq 0.1\%$   
 Students receiving free & reduced-price meals (FARMS): 44.2%  
 English for Speakers of Other Languages (ESOL): 19.8%  
 Students receiving special education services: 13.7%

In alignment with our strategic priorities, MCPS believes that each student matters; outcomes should not be predictable by race, ethnicity, or socioeconomic status; equity demands the elimination of all gaps; and creating and maximizing future opportunities for students and staff is necessary. Therefore, MCPS holds high expectations for all students and staff; distributes resources as necessary to provide extra support and interventions so all students can achieve; identifies and eliminates any institutional barriers to students' success; and ensures that equitable practices are used in all classrooms and workplace.

### 3.0 SCOPE OF SERVICES

This Master Agreement supports the full System Development Life Cycle (SDLC), ranging from strategic planning and custom development to physical infrastructure maintenance. Services will be procured through secondary competition via Statements of Work (SOW) or Requests for Resumes (RFR). Services requested include the following:

#### 3.1 Integrated Functional Areas

**This section defines the primary technical domains under which MCPS may request services. Offerors must clearly identify the specific competency areas proposed and provide verifiable evidence of expertise.**

##### 1. Enterprise Cloud and Application Support

Includes configuration, implementation, and operational support for enterprise platforms such as Oracle Fusion Cloud (HCM, ERP, and EPM), Infor Lawson, and Student Information Systems.

- **Example Tasks:** Module configuration, system upgrades/patching, data conversion, role-based security setup, and executing HDL/HSDL uploads.

##### 2. Engineering and Modernization

Addresses the full development lifecycle for custom applications using industry best practices and emerging technologies.

- **Example Tasks:** Modernization of legacy systems, microservices/API design, CI/CD pipeline implementation, and deployment using Agile/Scrum and DevOps methodologies (e.g., Python, Java, .NET).

##### 3. Intelligent Automation and Business Intelligence

Supports data-driven decision-making through automated workflows and advanced reporting tools.

- **Example Tasks:** Designing Power BI dashboards, implementing workflows via Microsoft Power Automate, and piloting AI-enabled tools like Microsoft Copilot.

#### **4. Data Science and GIS**

Integrates, stores, and analyzes spatially-referenced data to support planning and resource allocation.

- **Example Tasks:** GIS data collection, spatial database design, map/visualization development using ArcGIS Server, and predictive statistical modeling.

#### **5. Specialized Infrastructure and Data Center Operations**

Provides technical support for MCPS physical environments and high-availability data center facilities.

- **Example Tasks:** Data center system monitoring, hardware refresh planning, backup/disaster recovery support, and telecommunications tower site activities.

#### **6. IT Management and Financial Consulting**

Provides strategic governance, oversight, and independent third-party analysis of IT investments.

- **Example Tasks:** IT strategic roadmapping, Total Cost of Ownership (TCO) analysis, independent IT auditing, risk management, and project management aligned with PMBOK standards.

#### **7. Information System Security**

Strategic defense of hardware, software, and networking resources against adversaries and security vulnerabilities.

- **Example Tasks:** Vulnerability assessments, penetration testing, intrusion detection system (IDS) monitoring, endpoint security, and identity management.

#### **8. Web and Internet Systems**

Design and maintenance of secure, accessible web portals and applications for business processes.

- **Example Tasks:** Single Sign-On (SSO) integration, application firewalls, public key infrastructure (PKI), and web graphics/content management.

#### **9. Electronic Document Management**

Establishing and maintaining electronic document imaging and automated document workflows.

- **Example Tasks:** Workflow analysis for systems like DocuWare, document indexing, records retention/archiving, and document conversion.

#### **10. Media, Training, and Documentation**

Professional development of curricula and technical documentation to improve job performance and system usability.

- **Example Tasks:** Instructional Systems Design (ISD), development of Standard Operating Procedures (SOPs), user manuals, and the delivery of technology training tailored to MCPS staff roles.

## 3.2 Mandatory Technical Tasks and Standards

The mandatory technical tasks and standards are designed to ensure that all IT solutions are high-quality, accessible, and fully compliant with rigorous state and federal regulations. These requirements are categorized into specific technical capabilities and the methodological frameworks that govern their delivery.

### 3.2.1 Mandatory Technical Tasks

Contractors must demonstrate the operational capacity and technical expertise to perform several high-priority tasks across all relevant functional areas:

- **Systems Integration:** This includes the design, configuration, and maintenance of integrations using the Oracle Integration Cloud (OIC) to bridge cloud-based and on-premises systems as well as integrations with other enterprise systems.
- **Comprehensive Quality Assurance (QA):** Contractors may be required to provide performance, load, and stress testing. Furthermore, they must conduct Independent Verification and Validation (IV&V) activities to assess system functionality, security, and overall readiness before deployment.
- **Technical Writing and Training:** This task involves developing Standard Operating Procedures (SOPs), online help, and user documentation. Training must be tailored specifically to MCPS staff roles and system users.
- **Enterprise Application Configuration:** For specialized systems like Oracle Fusion Cloud (HCM, ERP, EPM), mandatory tasks include executing HDL and HSDL uploads, configuring business workflows, and creating Fast Formulas.
- **Information System Security:** Contractors may be required to perform vulnerability assessments, penetration testing, and disaster recovery planning to protect enterprise infrastructure.

### 3.2.2 Methodological Frameworks and Industry Standards

To ensure professional consistency and quality, all services performed under this contract must adhere to established industry and government frameworks:

- **Project Management & Development:** Project management services must align with the PMBOK Guide standards, including rigorous schedule, budget, and performance reporting.
- **Accessibility and Non-Visual Access (NVA):** All deliverables must comply with Non-Visual Access (NVA) and ADA Section 508 standards. Technology must provide equivalent access for effective use by individuals who are blind or visually impaired, including keyboard controls for input and synthesized speech or Braille for output. The Contractor warrants that the cost of modifying technology for NVA compliance will not increase the overall cost by more than five percent (5%).

### 3.2.3 Data Privacy and Regulatory Compliance

All services must be performed in accordance with MCPS security, privacy, and compliance standards:

- **Regulatory Frameworks:** Contractors are required to comply with applicable data protection regulations and frameworks, including SOC 2, the Family Educational Rights and Privacy Act

(FERPA), the Children's Online Privacy Protection Act (COPPA), and the Maryland Student Privacy Act.

- **Source Code Escrow:** For all custom software solutions, the Contractor must agree to a Source Code Escrow arrangement. This ensures that MCPS maintains access to the source code and associated documentation in the event of vendor insolvency or dissolution.

### 3.2.4 Enhanced Vetting and Security Protocols

The security of MCPS information and computing resources is a mandatory operational requirement:

- **State IT Security Policy:** The Contractor and all personnel must comply with and adhere to the State IT Security Policy and Standards, which may be updated periodically.
- **Enhanced Background Investigations:** All personnel assigned to the engagement must successfully complete Criminal Justice Information System (CJIS) state and federal background checks at the Contractor's expense. These investigations must include Social Security Number (SSN) trace and verification, the US Department of Justice National Sex Offender Registry, and a criminal record check for felony convictions within the last ten (10) years.
- **Disqualifying Criteria:** Personnel who have been convicted of a felony or crimes involving telecommunications and electronics are strictly prohibited from performing work for MCPS.

## 3.3 Standardized Labor Categories and Qualifications

### 3.3.1 Purpose and Intent

To ensure consistent personnel quality and technical excellence, MCPS adopts a standardized labor category structure modeled after the Maryland CATS+ framework. Offerors must align all proposed personnel with these specific definitions, which mandate minimum education levels and precise years of progressive experience. These categories establish the baseline for technical evaluation and financial transparency, ensuring MCPS can acquire expert consulting services that meet documented state and industry standards.

### 3.3.2 General Qualification and Substitution Rules

Unless otherwise restricted in a specific Statement of Work, MCPS allows the following substitutions to provide flexibility while maintaining rigor:

- **Substitution of Education for Experience:** A Master's Degree may substitute for two (2) years of the general and specialized experience for roles requiring a Bachelor's Degree.
- **Substitution of Experience for Education:** Experience equivalent to two (2) years per year of college plus a degree in any discipline may be substituted for a required degree in a specific field, subject to approval MCPS.
- **Professional Certifications:** Recognized professional certifications (e.g., PMP, SQL Certified DBA, CISSP) may substitute for up to two (2) years of experience upon MCPS approval.

### 3.3.3 Technical Specialist Labor Categories (Enterprise Cloud & Data)

- **Subject Matter Expert (Senior):** Provides high-level vertical expertise (e.g., HR, Finance, Student Systems) and formulates system specifications. Requires a Bachelor's Degree in the

specific required discipline and 12 years of relevant industry experience, with 10 years of specialized technical experience in the required field.

- **Analyst, Financial (Senior):** Specializes in defining government financial business practices and documenting technical specifications for Oracle ERP/EPM modules. Requires a Bachelor's Degree and 8 years of analyst experience, with 5 years focused on financial cost accounting and information systems.
- **Analyst, Computer Systems (Senior):** Provides technical direction for software development and prepares milestone status reports for major system installations. Requires a Bachelor's Degree and 8 years of experience in complex application analysis and design, including DBMS and multiple programming languages.
- **Database Management Specialist (Senior):** Manages SQL-based systems, defines security procedures, and executes critical HDL/HSDL data uploads. Requires a Bachelor's Degree and 6 years of experience in DBMS systems analysis and programming, with 3 years in current DBMS technologies.

### 3.3.4 Development and Engineering Labor Categories

- **Applications Development Expert:** Acts as a technical mentor and lead for complex enterprise-wide software solutions and integrations. Requires a Bachelor's Degree and 7 years of IT industry experience, with 3 years as a high-level technical expert.
- **Engineer, Software:** Reviews system specifications, analyzes subsystems for reusability, and prepares unit and test scripts. Requires a Bachelor's Degree and 3 years of software engineering experience, including 2 years with SQL or third/fourth generation languages.

### 3.3.5 Cybersecurity and Quality Assurance Categories

- **Systems Security Specialist (Senior):** Analyzes and defines security requirements, performs risk assessments, and manages the implementation of multilevel security (MLS). Requires a Bachelor's Degree and 8 years of security experience, with 5 years in defining requirements for high-level applications.
- **Quality Assurance Consultant (Senior):** Establishes QA metrics and methodologies (e.g., root cause analysis) to ensure products meet industry standards and government regulations. Requires a Bachelor's Degree and 8 years of QA experience, with 5 years working with statistical methods.
- **Testing Specialist:** Specialized in designing and executing software tests (functional and technical) and preparing test scripts to ensure compliance with regulations. Requires a Bachelor's Degree and 4 years of software development experience, with 2 years focused on testing.

### 3.3.6 Operational Support and Content Categories

- **Technical Writer/Editor:** Responsible for preparing user manuals, Standard Operating Procedures (SOPs), and installation guides. Requires a Bachelor's Degree (preferred) or Associate's and a minimum of 5 years of professional experience in technical documentation.
- **Training Specialist/Instructor:** Develops training materials and conducts classroom sessions tailored to MCPS staff roles. Requires a Bachelor's Degree and 4 years of experience in information systems training, including 2 years of end-user IT training.
- **GIS Analyst:** Writes programs and develops macro-level commands for spatial analyses and report production. Requires a Bachelor's Degree in Geography or a related field with specialized GIS coursework and 2 years of professional GIS experience.

### 3.4 Vendor Requirements

To ensure the delivery of high-quality IT consulting services and project stability for large enterprise systems, the Contractor must meet the following mandatory requirements.

#### 1. Technical Qualifications

- a. **Proof of Capability:** For each technical competency checked in the proposal, the Vendor must provide verifiable evidence of relevant experience, including expertise in specific product components and technologies.

#### 2. Fiscal Integrity and Legal Mandatory Submissions

- a. **Conflict of Interest:** Vendors must complete a Conflict of Interest Affidavit and Disclosure to ensure services are provided impartially and without professional conflicts.

#### 3. Personnel Management and Staffing Requirements

- a. **Staffing Plan and Mapping:** Vendors must provide a Staffing Plan Chart showing the time commitment of each professional staff member mapped to the Standardized Labor Categories defined in Section 4.4.
- b. **Substitution Protocol:** Any substitution of personnel requires at least 15 business days' notice and formal written approval from the MCPS Purchasing Agent. Proposed substitutes must possess qualifications equal to or superior to the personnel they are replacing.
- c. **Task Leader Designation:** Senior or lead labor categories may serve as a Task Leader and must possess supervisory or project leadership experience.

#### 4. Security, Vetting, and Insurance

- a. **Enhanced Background Screening:** All personnel assigned to the engagement must successfully complete **Criminal Justice Information System (CJIS)** state and federal background checks at the Contractor's expense. Investigations must include SSN trace and verification, National Sex Offender Registry checks, and a criminal record check for felony convictions within the last 10 years.
- b. **Disqualifying Criteria:** Personnel convicted of a felony or crimes involving telecommunications and electronics are strictly prohibited from working on MCPS projects or premises.
- c. **Cyber/IT Insurance:** The Vendor must maintain Cyber/Information Technology Insurance of at least \$2,000,000 per claim and annual aggregate.
- d. **Breach Reporting:** Any security breach or unauthorized data exposure must be reported to MCPS immediately upon discovery, with a formal written report submitted within three (3) days.

#### 5. Data Privacy and Regulatory Compliance

- a. **Student Privacy Acts:** Vendors must comply with **FERPA**, the **Maryland Student Privacy Act of 2015**, and **COPPA**.
- b. **SOC 2 and HIPAA:** A current **SOC 2 Type II report** is required for the Contractor and any subcontractors handling sensitive MCPS data. If the vendor handles healthcare-related data, they must execute a formal Business Associate Agreement (BAA) in compliance with HIPAA.
- c. **Subcontractor Flow-Down:** The Contractor is fully responsible for the performance of all subcontractors and must ensure all security, privacy, and background check requirements are flowed down into all subcontract agreements.

## 6. Project Deliverables and Risk Management

- a. **Source Code Escrow:** For all custom software, the Vendor must agree to a Source Code Escrow arrangement to ensure MCPS maintains access in the event of vendor insolvency.
- b. **Ownership:** MCPS shall solely own all System Source Materials, including executable instructions, configuration files, and algorithms.

## 7. Administrative Oversight

- a. **Usage Reporting:** The Contractor shall provide electronic weekly productivity reports summarizing tasks, deliverables, and hours spent.
- b. **Contract Management Oversight (CMO):** For Statement of Works valued at **\$1 million or greater**, Contractors must participate in self-reporting oversight activities to monitor project health.
- c. **Audit of Records:** MCPS or its agent shall have the right to examine any Contractor records involving transactions related to the contract for three (3) years after final payment.

### 3.5 Data Privacy and Security

To ensure the protection of more than 159,000 students and 25,000 employees, the Contractor shall adhere to the following integrated privacy and security framework

#### 3.5.1 Comprehensive Regulatory Compliance

The Contractor shall comply with all federal, state, and local laws and Board of Education policies applicable to student data and privacy, including but not limited to:

- Family Educational Rights and Privacy Act (FERPA) and Maryland Student Privacy Act of 2015.
- Children's Online Privacy Protection Act (COPPA) and the Protection of Pupil Rights Amendment (PPRA).
- MCPS Regulations including AFA-RA (Data Collection), JOA-RA (Student Records), and JFF-RA (Protected Student Information).
- HIPAA Compliance: If the engagement involves healthcare-related data, the Contractor shall be designated a "Business Associate" and must execute a formal Business Associate Agreement (BAA) in compliance with HIPAA.

#### 3.5.2 Verifiable Internal Controls (SOC 2)

To validate proper access and data protection, MCPS requires verifiable evidence of the Contractor's security posture:

- **SOC 2 Type II Report:** The Contractor—and any subcontractors handling sensitive MCPS data—must provide a current **SOC 2 Type II report** at the time of proposal or upon request.

#### 3.5.3 Subcontractor Flow-Down and Primary Liability

The Contractor shall not subcontract any portion of the work without prior written notice to MCPS.

- **Flow-Down Mandate:** The Contractor must ensure that all security, privacy, and background check requirements are "flowed down" into all subcontract agreements.

- **Primary Responsibility:** The Contractor remains fully responsible and liable to MCPS for the performance, acts, errors, and omissions of all subcontractors as if they were the Contractor's own employees.

#### 3.5.4 Breach Notification and Response Protocols

- **Immediate Notification:** The Contractor must report all security breaches or incidents compromising MCPS data **immediately upon discovery**.
- **Contractual Reporting Window:** A formal written report must be submitted to the MCPS within three (3) days of initial discovery.
- **Cooperation:** The Contractor shall cooperate fully with MCPS to ensure timely legal notice is provided to affected individuals.

#### 3.5.5 Data Ownership, Monetization, and Disposition

- **Exclusive Ownership:** MCPS shall solely own all data, databases, and derived data products.
- **Prohibition of Sale:** Unless approved in writing, the Contractor is strictly prohibited from selling, giving, or distributing any MCPS data, reports, or materials to any third party.
- **Return Procedures:** At termination, the Contractor must return MCPS data in a specified format and timeframe, including a **certification of deletion** for any data remaining on Contractor systems.
- **Source Code Escrow:** For custom software, the Contractor must agree to a Source Code Escrow arrangement to protect MCPS access in the event of vendor insolvency.

#### 3.5.6 Cybersecurity Insurance Mandates

- **Coverage Limits:** The Contractor shall maintain **Cyber/Information Technology Insurance** of at least **\$2,000,000 per claim** and annual aggregate.
- **Required Endorsements:** The policy must explicitly cover unauthorized access, mitigation costs, third-party notification, regulatory coverage, and credit monitoring.
- **Tail Coverage:** This insurance must be maintained throughout the term and for two years thereafter for services completed during the agreement.

#### 3.5.7 Standards, Infrastructure, and Audit Rights

- **IT Security Policy:** All personnel must adhere to the State IT Security Policy and Standards, including prohibitions against connecting unauthorized equipment to the MCPS LAN/WAN.
- **Non-Visual Access (NVA):** All solutions must meet Maryland and Fairfax NVA standards; the cost of modification for compliance shall not increase the price by more than five percent (5%).
- **Right to Audit:** MCPS or its authorized agent shall have the right to examine any Contractor records or books involving contract transactions for a period of three (3) years after final payment.

### 3.6 Subcontractor Oversight, Compliance, and Security

#### 3.6.1 Mandatory Disclosure and Approval

The Contractor shall not subcontract any portion of the work under this Master Agreement without prior written notice to the MCPS Purchasing Agent. For each proposed subcontractor, the Contractor must clearly identify:

- Legal name, business address, and primary contact information.
- A description of the specific technical services or solution elements to be performed.

- The anticipated dollar amount of the subcontract and the subcontractor's SBE/MBE/WBE status.
- Identification of any subcontractor that will access, process, transmit, or store sensitive or confidential MCPS data.

**MCPS reserves the sole right to approve or disapprove the use of any subcontractor based on security architecture, performance history, or fiscal stability.**

### **3.6.2 Flow-Down of Contractual Obligations**

The Contractor is responsible for ensuring that all contractual obligations—including data privacy, student record confidentiality, information security, and record retention—are explicitly "flowed down" into all subcontract agreements.

- **Audit Rights:** Subcontracts must grant MCPS the same rights of audit, inspection, and access to records and facilities afforded under the prime contract for a period of three (3) years after final payment.
- **Technical Standards:** PMBOK methodologies for all custom development and project management tasks.

### **3.6.3 Verifiable Internal Controls (SOC 2)**

To validate the security posture of the supply chain, any subcontractor handling sensitive MCPS data must provide a current SOC 2 Type II report at the time of proposal or upon request.

### **3.6.4 Enhanced Personnel Vetting and Security**

All subcontractor personnel with access to MCPS systems, data, or facilities shall be subject to the same enhanced background investigations required of the prime Contractor.

- **Investigations:** Vetting must include a CJIS state and federal criminal record check, Social Security Number (SSN) trace, and a search of the US DOJ National Sex Offender Registry.
- **Reporting:** The Contractor shall immediately notify the MCPS Contract Specialist of any subcontractor personnel arrested or indicted for felony offenses or crimes involving telecommunications and electronics.
- **Identification:** Subcontractor personnel performing work on MCPS premises must wear company-issued photo identification badges, clearly visible at all times above the waist.

### **3.6.5 Liability and Insurance Alignment**

The Contractor shall remain fully responsible and liable to MCPS for the performance, acts, errors, omissions, and negligence of all subcontractors as if such performance were rendered by the Contractor itself.

- **Insurance Coverage:** The Contractor must ensure all subcontractors maintain Cyber/Information Technology Insurance of at least \$2,000,000 per claim and annual aggregate.
- **Tail Coverage:** This insurance must include a two-year extended reporting period (tail coverage) for services completed during the agreement.
- **Certifications:** The Contractor shall retain copies of all subcontractor insurance certifications and provide them to MCPS on demand.

### **3.6.6 Data Stewardship, Ownership, and Termination**

Upon termination, expiration, or completion of a Statement of Work, the Contractor must ensure the secure return or certified destruction of all MCPS data maintained by subcontractors in accordance with MCPS Data Stewardship requirements.

- **Ownership:** MCPS shall solely own all data, databases, and System Source Materials—including source code, algorithms, and configuration files—leveraged or extended by the subcontractor.
- **NDA Requirements:** All subcontractor personnel must execute confidentiality and non-disclosure agreements equivalent to those signed by the Contractor’s employees prior to accessing MCPS environments.

#### 4.0 CONTRACT TERM

The initial term of contract shall be one year as stipulated on the RFP. The contract may not begin until one day after approval by the MCPS 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 four 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 MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued.

#### 5.0 COST

See Attachment 2, Services and Cost.

#### 6.0 CONTRACT TERMINATION

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

#### 7.0 REFERENCES AND PAST PERFORMANCE

To demonstrate technical capacity and corporate stability, Offerors must provide a comprehensive history of successful project delivery. MCPS will utilize this information to determine the responsibility of the Offeror and their fitness to perform work across the identified functional areas.

##### 7.1 General References

All Offerors shall include a minimum of **five (5) references** who can attest to the firm’s quality of work. If possible, include school districts or public organizations of comparable size to MCPS (159,000+ students and 25,000+ employees). Offerors must use **Attachment 3 – Vendor Reference** for each of the five references.

##### 7.2 Functional Area Performance Mapping

The Offeror must provide at least one (1) successful project example (delivered on time, within budget, and within scope) for **every** functional area for which they are proposing. Each project example shall include the project name, the specific services provided, the objectives satisfied, and a point of contact for verification.

**7.3 Comprehensive Maryland Public Sector History**

To ensure compliance with local regulatory standards, Offerors must provide a list of all contracts held with any Maryland government entity within the past five (5) years. For each contract, the Offeror must provide: The contracting entity, a brief description of services, the dollar value, and the term. The offeror must disclose whether the contract was terminated prior to the original expiration date, and if so, the specific reason(s) why. The offeror should also disclose whether any available renewal options were **not exercised** by the government entity.

**7.4 Verification Authority and Evaluation**

MCPS reserves the right to contact references other than, or in addition to, those furnished by the Offeror. References will be evaluated using a standardized **Reference Evaluation Sheet (Attachment T)** to ensure objective scoring. Points of contact must be accessible; if a reference is unreachable after three attempts, it may be scored as a failure.

<u>Company Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____		
Email _____		
2. _____		
Email _____		
3. _____		
Email _____		
4. _____		
Email _____		
5. _____		
Email _____		

## 8.0 FORMAT OF RESPONSE

8.1 Response to this RFP shall be submitted in the same order described in 8.0 of this RFP. **IT IS REQUIRED THAT PROPOSALS BE ORGANIZED IN THE MANNER DESCRIBED IN 8.0 OF THIS RFP. FAILURE TO PROVIDE THE REQUIRED INFORMATION IN THE REQUIRED MANNER SHALL BE GROUNDS FOR DISQUALIFICATION.**

### 8.2 Contractor's complete response must include:

Where Vendors are required to submit electronic documents using the attachments contained herein, the documents should be returned in the same file format (e.g. Microsoft Word file or Microsoft Excel file).

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. MCPS shall not be responsible for any costs incurred by the Vendor in the preparation and submission of their response to this RFP.

Vendor shall include any and all statements and representations in its response that it wishes to have included in any contract for services with MCPS. If the Vendor responds only "Understand and comply," it is assumed that the Vendor complies with MCPS' understanding of the requirement.

Vendor must include a table of contents for clear identification of the material by tab number listed below:

- a) The **Title Page** should show the RFP number, subject, name of the Vendor, address, telephone number, and date.
  - b) The **Letter of Transmittal** should include the names of the persons who shall be authorized to make representations for the Vendor, their titles, addresses, telephone numbers, and email addresses. The letter should identify the Vendor's primary engagement contact person.
  - c) The **Table of Contents** should list all required Proposal Tabs with page number references.
- **Proposal Tab #1 - Introductory Material**
    - a. The **Title Page** should show the RFP number, subject, name of the Vendor, address, telephone number, and date.
    - a. The **Letter of Transmittal** should include the names of the persons who shall be authorized to make representations for the Vendor, their titles, addresses, telephone numbers, and email addresses. The letter should identify the Vendor's primary engagement contact person.

- a. The **Table of Contents** should list all required Proposal Tabs with page number references.

- **Proposal Tab #2 – Acknowledgement of Addenda**

Since all addenda become a part of the proposal, all addenda must be signed by an authorized representative and included in Proposal Tab #2.0 on or before the proposal opening date. Failure to sign and return any and all addenda acknowledgements shall be grounds for rejection of the Proposal.

- **Proposal Tab #3 – Executive Summary**

This part of the response to the RFP should be limited to a brief narrative summarizing the vendor's proposal and understanding of the scope.

- **Proposal Tab #4 – Company Background**

Each proposal must provide company background information so that the District can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. MCPS, at its discretion, may require a Vendor to provide additional supporting documentation or clarify requested information. At a minimum, Vendor must provide the information as per Attachment 1 - Company Background.docx of this RFP. In this section, Vendor may also provide additional company information and material relevant to this RFP.

MCPS may conduct any necessary investigation to determine the ability of the Vendor to perform the work, and the Vendor 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 Vendor or investigation of such Vendor fails to satisfy MCPS that such Vendor 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 Vendor's services.

- **Proposal Tab #5 – Responses to Scope of Work**

- a) For every requirement listed in **Attachment 2 - Services and Cost.xlsx** of this RFP:

Vendors must provide either a "Yes" or "No" in "column B" of the "I-Work" tab of the spreadsheet. A blank, null or any value other than "Yes" in "column B" will be evaluated as same as No".

- b) For each checked competency, Vendor must provide evidence of relevant experience. This include expertise in product components, tools and

technologies.

- c) Vendors must provide a range of hourly rate in "column B" and "column C" of the "2-Cost" tab of the worksheet.

- **Proposal Tab #6 – References**

All Vendors shall include a minimum of five references who can attest to the firm's quality of work. If possible, shall include school districts or organizations of comparable size to MCPS that have used the respondents' services. For each of the five references, use Attachment 3 - Vendor Reference.docx to provide the requested information.

References may or may not be contacted at the discretion of MCPS. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Vendor.

- **Proposal Tab #7 – Mandatory Submissions: Attachments**

- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Company Background Form (Attachment 1)
- Service and Cost (Attachment 2)
- Service Details (Attachment 2A)
- Vendor Reference (Attachment 3)
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- Any additional information and comments your firm deem necessary to clearly communicate your firm's qualifications and the process you would use analyze, plan, migrate, and implement a new Web Content Management System (CMS) along the lines specified in the Scope of Services.
- A separate redacted copy of offeror's proposal as specified in Sections 10.0 and 11.0.

- **Proposal Tab #8 – Mandatory Submissions: Signed RFP**

**All Vendors shall complete the following information in Section 23.0 - NOTICE TO BIDDERS:**

*I. BIDDER INFORMATION*

*II. BIDDER'S CONTACT INFORMATION*

*III. VENDOR'S CERTIFICATION*

- 8.3 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.
- 8.4 Pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc. DO NOT include the pricing proposal with

your technical response. This could result in your submission to be non-responsive.

## 9.0 MANDATORY SUBMISSIONS

To ensure the integrity of the evaluation process and verify the technical and fiscal capacity of all Offerors, MCPS adopts a two-volume submission model. Proposals must be organized into distinct, sealed packages as described below. Failure to organize proposals in this manner shall be grounds for disqualification.

### 9.1 Two-Volume Submission Requirement

Offerors must submit their response in two (2) separate volumes:

- **Volume I – Technical Proposal:** Contains all qualifications, methodologies, and past performance data. Strictly no pricing information shall be included in Volume I.
- **Volume II – Financial Proposal:** Contains the completed Attachment 2 – Services and Cost spreadsheet and any cost-related justifications.

### 9.2 Volume I: Technical Proposal Organization

Volume I must be organized into the following numbered tabs to facilitate "mapping" the response directly to RFP requirements:

- **Transmittal Letter:** Must be signed by an official authorized to bind the firm and acknowledge the receipt of all addenda.
- **Executive Summary and Exceptions:** A high-level overview of the proposal. This tab **must** clearly list any exceptions taken to the **MCPS General Contract Articles**; if no exceptions are taken, the Offeror must explicitly state "No exceptions".
- **Offeror Profile and General Information:** Includes corporation size, years in business, and primary technical domains.
- **Functional Area Competency Matrix:** Offerors must identify which of the **10 Integrated Functional Areas** they are proposing for. For **each** area checked, the Offeror **must** provide verifiable evidence of expertise and one (1) successful project example (delivered on time and within budget).
- **Staffing Plan and Labor Category Mapping:** A detailed chart mapping proposed personnel to the **Standardized Labor Categories** defined in Section 4.4.
- **Transition and Risk Management Plans:** A narrative describing how the vendor will migrate services with minimum disruption and build contingencies to mitigate project risks.
- **References:** A minimum of **five (5) references** utilizing **Attachment 3**, ideally from school districts of comparable size to MCPS.
- **Required Affidavits:** Completed RFP/Proposal Affidavit, Conflict of Interest Disclosure, and Minority Business Enterprise (MBE) acknowledgments.

### 9.3 Volume II: Financial Proposal

This volume must contain only the financial response. Offerors must propose pricing for all labor categories defined in the RFP to be considered for a Master Agreement award.

- **Hourly Rate Ranges:** Rates must be provided as a range in the "2-Cost" tab of the worksheet for all prioritized labor categories.

#### 9.4 Redacted Copy and MPIA Compliance

In addition to the original volumes, Offerors **must submit one (1) redacted copy** of their entire proposal.

- **Justification Requirement:** Each redacted section must be accompanied by a written justification explaining why the information is exempt from disclosure under the Maryland Public Information Act (MPIA).
- **Prohibited Redactions:** Classification of an entire proposal or total price as proprietary is not acceptable and results in the rejection of the proposal.

#### 9.5 Acknowledgement of Security and Vetting

All submissions must include a signed acknowledgment of MCPS Enhanced Vetting Protocols. By submitting a proposal, the Contractor agrees to bear all costs for CJIS State and Federal background checks and drug screening for any personnel assigned to MCPS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to [Saudy\\_EspinalDeVolez@mcpsmd.org](mailto:Saudy_EspinalDeVolez@mcpsmd.org), Buyer II, MCPS Department of Procurement a Microsoft Word version to help them in preparing the response.

One (1) original and one (1) copy as well as one (1) electronic version on flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be bound. 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 27, 2026**. Submit responses of the entire RFP proposal to:

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

Submissions will become the property of MCPS.

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

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

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

**Complete Response must include:**

- Response as outlined in 8.0
- Pricing Proposal
- References, See 7.0 References
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor may also include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.)
- A separate redacted copy of offeror's proposal as specified in Sections 10.0 and 11.0.

**10.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL**

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean that MCPS has the right to use, disclose, reproduce, and prepare derivative works from any information submitted, unless that information is specifically exempted as confidential commercial or financial information under the Maryland Public Information Act (MPIA).

To ensure the protection of proprietary information while maintaining the integrity of the public procurement process, the following procedural rigor is required:

**10.1 Identification and Justification of Restricted Information**

Offerors shall give specific attention to the clear identification of those portions of their proposals that they deem to be confidential, proprietary commercial information, or trade secrets.

For every portion identified as restricted, the Offeror must provide written justification explaining why such materials, upon request, should not be disclosed by MCPS under the MPIA. This confidential information and its associated justifications must be identified by page and section number and placed in the Technical Proposal.

**10.2 Mandatory Legend and Marking Requirements**

The use and disclosure of technical data may be restricted, provided the Offeror adheres to the following:

- **Cover Sheet Legend:** The cover sheet must be marked with the following legend: "Technical data contained in pages [insert page numbers] of this proposal shall not be used or disclosed, except for evaluation purposes".
- **Page Stamping:** It is the sole responsibility of the Offeror to clearly identify each part of its proposal that is confidential by stamping the bottom right-hand corner of each pertinent page with one-inch boldface letters stating "CONFIDENTIAL" or "PROPRIETARY". Any portion not so stamped will be considered releasable.

### 10.3 Prohibited Proprietary Designations

To maintain transparency in public spending, the following designations are **not acceptable** and may result in the disqualification/rejection of the proposal:

- Classification of an entire proposal document as proprietary or a trade secret.
- Classification of line-item prices or total proposal prices as proprietary.

### 10.4 Redacted Copy Mandate

In addition to the original proposal, each Offeror must submit one (1) redacted copy of its technical and financial responses. This copy shall have all proprietary information removed and will be the primary document used by MCPS in responding to MPIA requests.

### 10.5 MCPS Rights and Offeror Indemnification

- **Independent Determination:** Offerors are advised that, upon a third-party request for information, the MCPS Procurement Officer is required to make an independent determination as to whether the information must be disclosed under the law.
- **Assumption of No Liability:** MCPS assumes **no liability** for the disclosure or use of unmarked technical data and may consider that the proposal was not submitted in confidence.
- **Hold Harmless Agreement:** As a condition for MCPS keeping information confidential, the Offeror agrees to **defend and hold MCPS harmless** if any information is inadvertently released or if the non-disclosure is challenged in a court of law

## 11.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

## 12.0 EVALUATION CRITERIA

Proposals will be evaluated based on the **120-point scale** defined below. MCPS will utilize a phased selection process to ensure that only technically qualified partners capable of supporting the school system's mission-critical IT infrastructure are considered for financial evaluation.

### 12.1 Selection Procedure Sequence

1. **Technical Merit Review:** The first step is an evaluation of technical capacity and qualifications to ensure the Offeror is "reasonably susceptible of being selected for award".

2. **Product Demonstrations:** Top-qualified finalists may be required to provide a product/services demonstration at no cost to MCPS to ensure ease of user interface and functional alignment.
3. **Financial Evaluation:** Cost proposals of technically qualified Offerors are evaluated separately. If an Offeror is found technically unqualified, their financial proposal will be returned unopened.
4. **Award Determination:** MCPS intends to recommend award to all Offerors determined to be technically and financially responsible.

### 12.2 Requisite Criteria (Go/No-Go Standards)

Offerors **must** meet all requisite criteria to proceed. Failure to satisfy these mandatory standards results in disqualification:

- **Accessibility Compliance:** All solutions must meet Non-Visual Access (NVA) and ADA Section 508 standards. Modification for NVA compliance shall not increase the overall price by more than 5%.
- **Enhanced Vetting:** Agreement to conduct CJIS State and Federal background checks at the Contractor's expense, including SSN trace and National Sex Offender Registry checks.
- **Cyber/IT Insurance:** Maintenance of a policy for at least \$2,000,000 per claim.
- **Fiscal Integrity:** Provision of certified financial statements (balance sheets and income statements) for the most recent two full years.

### 12.3 Scoring Rubric (120-Point Scale)

Category	Weight	Evaluation Standards
Ability to Perform Scope of Services	40 points	Depth of response to the Integrated Functional Areas (e.g., Oracle Fusion Cloud, Data Science, Cybersecurity). Evaluation of visual work plans, flow charts, and commitment to the full SDLC.
Experience, Qualifications, and Capacity	30 points	Evaluation of corporate stability and the quality of proposed personnel against the Standardized Labor Categories. Higher scores for personnel exceeding minimum requirements.
Pricing Proposal	30 points	Evaluation of the range of hourly rates provided in the financial spreadsheet. Rates are assessed for reasonableness and competitiveness.
Support Services and Training	10 points	Quality of technical writing, Instructional Systems Design (ISD), and methodology for training MCPS end-users.
References	10 points	Review of a minimum of <b>five (5) references</b> (comparable in size to MCPS, where possible)

### 12.4 Personnel Qualification and Substitution Standards

To ensure consistent personnel quality, MCPS allows the following rules for education and experience substitution:

- **Substituting Education for Experience:**
  - A Master's Degree may substitute for two (2) years of the general and specialized experience for roles requiring a Bachelor's Degree.

- **Substituting Experience for Education:**
  - Experience equivalent to two (2) years per year of college plus a degree in any discipline may be substituted for a required degree in a specific field, subject to MCPS approval.
- **Professional Certifications:**
  - Recognized certifications (e.g., PMP, SQL Certified DBA, CISSP) may substitute for up to two (2) years of experience.
- **Continuity and Substitution Protocol:**
  - Named personnel must remain assigned for the duration of the project. Any substitution requires 15 business days' notice and formal approval from the MCPS Purchasing Agent.
  - Proposed substitutes must possess qualifications equal to or superior to the personnel they are replacing.

### 13.0 SCHEDULE OF EVENTS

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

**RFP issued: June 8, 2026**

**Questions Due: June 22, 2026 at 4:00pm**

**Responses Posted: July 01, 2026**

**Pre-Proposal Conference: July 15, 2026 at 10:00am**

**Proposals Due: July 27, 2026 at 2:00pm**

**Anticipated award date: September 24, 2026**

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

### 14.0 PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference for prospective contractors will be held on July 15, 2026 from 10:00am – 11:00am, via the Microsoft Teams meeting information below. Attendance at this conference is encouraged, but is not mandatory. Questions to this RFP are due by 4:00 PM on June 22, 2026 so that responses can be prepared prior to the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective contractors 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 virtually attend the pre-proposal conference. Please include no more than two representatives. Send the names to Saudy Espinal, Buyer II, at [saudy\\_espinaldeveloz@mcpsmd.org](mailto:saudy_espinaldeveloz@mcpsmd.org) no later than July 10, 2026.

Use this Microsoft Teams link for the meeting:

<https://teams.microsoft.com/meet/275704004579586?p=6wqyFGbB0kijSpMmB>

## 15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <https://ww2.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact Saudy Espinal, Buyer II at [saudy\\_espinaldeveloz@mcpsmd.org](mailto:saudy_espinaldeveloz@mcpsmd.org) and the Department of Procurement at [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org) to verify whether addenda/errata have been issued.

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

## 16.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid/ RFP 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, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that 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 RFP and will also provide usage information, which may be requested. A copy of the contract pricing and the RFP requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Awarded offeror(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 offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this RFP. MCPS pricing is based on the specifications provided in this solicitation.

## 18.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Saudy Espinal De Veloz, MCPS Department of Procurement Buyer II, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850 or via email to [Saudy\\_EspinalDeVeloz@mcpsmd.org](mailto:Saudy_EspinalDeVeloz@mcpsmd.org) and the Department of Procurement at

[procurement@mcpsmd.org](mailto:procurement@mcpsmd.org). Questions are due at **4:00 p.m. on June 22, 2026**. Responses will be posted on the MCPS Procurement website on **July 01, 2026**. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offeror as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

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

## 19.0 UNNECESSARILY ELABORATE BROCHURES

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

## 20.0 RFP PROTESTS

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

## 21.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award(s) 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. **In particular, the provisions set forth in Articles 5, 12-14, 16-18, 21-24, 26, and 28 of the MCPS General Contract Articles are non-negotiable.**

## 22.0 WORK-BASED LEARNING FOR EMPLOYER

In an effort to build a robust program to offer students work opportunities through apprenticeships and internships, MCPS partners with employers to find talented youth for high demand careers. MCPS trains and supports youth employees for your organization so you can help our talented youth move into careers that support your business.

Please acknowledge below your interest in partnering with MCPS and the [work-based learning](#)

[program](#). If you are not interested in participating in this program, it **does not impact the award** of this RFP favorably or negatively.

**Yes, I am interested in partnering** \_\_\_\_\_

If yes, please complete the information in the following link and someone will contact you with more information:

[MCPS Employer Interest Form](#)

No, I am not interested in partnering \_\_\_\_\_

### **23.0 NOTICE TO BIDDERS**

**The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your response. Please type or print legibly in ink. (See Next Page)**

**I. VENDOR 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 RFP response.**

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

Company Name \_\_\_\_\_

Address \_\_\_\_\_

RFP Representative's Name \_\_\_\_\_

Phone Number/Extension \_\_\_\_\_

Email Address \_\_\_\_\_

Website \_\_\_\_\_

**III. VENDOR'S CERTIFICATION:** Upon notification of award, MCPS intends to enter into a contract agreement. By signing below, the undersigned acknowledges that he/she understands the intent to 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 RFP is made without any previous understanding, agreement or connection with any person, firm, or corporation making a RFP 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 \_\_\_\_\_

**IV. ANTI-LOBBING**

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C 1352) and certifies to the tier above that it will not and not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by U.S.C 1352. If applicable, contractor will complete the disclosure of lobbying with non-Federal funds using Lobbying Activities Form (Form SF-LLL) and submit to {insert name of contracting entity} annually.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_