

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

**Request for Proposal 4291.5
Sign Language Interpreting Services/Cued Language Transliteration for Deaf/Hard of Hearing
Individuals**

1.0 INTENT

Montgomery County Public Schools (MCPS), Department of Special Education Services, and the Office of Teaching, Learning and Schools', The Division of Specialized Support Services, Department of School Counseling Services and Department of Special Education Related Services intent is to prequalify high-quality service providers (Contractors) to provide sign language interpreting and cued language transliteration services to students, staff or applicants for employment with MCPS, and community members including parents who are deaf or hard of hearing.

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

2.0 BACKGROUND

Interpreting Services, for students, are defined as related services in Public Law 94-142, Education for All Handicapped Children Act of 1975, reauthorized as P.L. 101-476. Individuals with Disabilities Education Act in 1990. Federal law mandates these services are available as “may be required to assist a handicapped child to benefit from special education.” Related services are also defined in state law, Code of Maryland Regulations. In addition, Section 504 of the Rehabilitation Act of 1973 29 U.S.C. § 794, mandates that any program receiving federal financial assistance provide accommodations to ensure equal opportunity and access to those with disabilities, which includes qualified interpreters, or other auxiliary aids. In MCPS, assessing the need for interpreting and cued speech is conducted by the educational team responsible for developing and implementing an Individualized Education Plan (IEP) or the Section 504 Plan in conjunction with the Interpreting Services unit.

The majority of interpreting and cued speech services for students are routinely provided by Montgomery County Public Schools (MCPS) staff, specifically Sign Language Interpreters (SLIs) and Cued Language Translitterators (CLTs). However, there are instances when the demand for services exceeds the availability of internal personnel. In such cases, contractual service providers are required to meet the interpreting needs of students. Additionally, MCPS must ensure the provision of interpreting and cued speech services for parents or guardians who are deaf or hard of hearing, upon request, to support their access to school-related events and activities—commonly referred to as community interpreting.

MCPS has a statutory and regulatory requirement to provide reasonable accommodations to qualified individuals with disabilities pursuant to Title II of the Americans with Disabilities Act Amendments Act of 2008. By providing sign language interpreting and cued language transliteration services, MCPS is ensuring that MCPS employees and applicants have equal access to the terms, conditions, benefits, and privileges of employment, or for those conducting official business with the district by facilitating effective communication with others in the performance of their responsibilities and duties. DCI processes and makes determinations on reasonable accommodation for employees and applicants.

3.0 SCOPE OF SERVICES

The purpose of this contract is to provide interpreting and cueing services to MCPS students, employees/applicants, and community members to include parents who are deaf or hard of hearing. Interpretation and cued language transliteration services may be provided to an individual or group depending on client need or setting. MCPS requestors will inform vendors of the type of service provider needed, the number of service provider(s) needed, and any other pertinent information related to the requested assignment.

3.1 MANDATORY SERVICES/SKILLS

- Expert ability to work from Voice-to-Sign interpretation, as requested, and/or
- Expert ability to work from Sign-to-Voice interpretation as requested, and/or
- Expert ability to perform Oral transliteration as requested, and/or
- Expert ability to perform Tactile interpretation as requested, and/or
- Cued speech/language transliteration as requested, and/or,
- Certified Deaf Interpreters as requested, and
- Advanced ability to analyze communication modes the Deaf consumer is using.
- Ability to sign and interpret in legal and confidential environments;
- Legal ability to work in environments around children;
- Knowledge of school-related and academic vocabulary;
- Knowledge of Human Resources, Accommodation, and other related business vocabulary;
- Ability to navigate virtual interpreting platforms;
- For Cued Language Transliterators: ability to demonstrate a high degree of skill in a variety of school-related environments;
- Interpret telephone calls;
- Interpret interactions between employees and office staff;
- Interpret school-wide events, including field trips, student theatrical events, concerts, orientations and graduations.
- SLI/CSTs are expected to be present at the assignment location at least 15 minutes prior to the scheduled start time. Payment will be based solely on the scheduled start time and duration of the assignment and shall not include compensation for early arrival.
- In the case of a student's absence, the school system may reroute the interpreter to another assignment in the program.
- In the case of assignment cancellation, the school system may reroute the interpreter to another

assignment within the same program. The interpreter shall perform the reassigned duties and is permitted to invoice for the actual time worked on the replacement assignment in accordance with the established compensation terms.

- MCPS shall not provide mileage reimbursement for SLI/CLTs or Cued Language Transliterators. Travel to and from assignments is considered the responsibility of the contractor; MCPS assumes no liability or obligation for such costs.
- Lunch breaks are considered unpaid time. Freelance SLI/CLTs engaged by MCPS will not receive compensation for any portion of the day designated as a meal break, regardless of the assignment duration.
- Must remain at the job for the standard waiting time of 20 min/each hour in the event the client does not show up
- Must wear appropriate attire to all assignments; for employee assignments, service providers are expected to wear professional clothes – exercise clothes, pajamas, sweatpants, sweatshirts, and similar clothing are not permissible (unless specified by MCPS).
- Whether Certified or Non-Certified, you must follow Registry of Interpreters for the Deaf (RID) and/or Cued Language Transliterator (CLT) Code of Conduct in all settings
- Preferred certifications: RID, NAD, EIPA 4-5, BEA and/or CLTNCE
- VRI (Video Remote Interpreting) - the Department of Compliance and Investigations may approve video-based interpreting services for employees only.

3.1.1 MANDATORY SERVICES/SKILLS - Additional Requirements for Applicant/Employee (ADA) Services

- The contractor personnel shall have the ability to interpret/transliterate spoken English into American Sign Language (ASL), Conceptually Accurate Signed English (CASE), Manually Coded English (MCE), Pidgin Signed English (PSE), or Cued Speech/Language. The service providers shall be equally skilled across modalities commonly used by the American Deaf community, including Cued Speech/Language, and should be ready to interpret in the most effective mode for a professional body of employees with varied and diverse communication styles and preferences.
- The contractor personnel shall have the ability to interpret ASL, CASE, MCE, PSE, and/or transliterate from Cued Language into spoken English for hearing individuals who are not acquainted with manual methods of communication. The interpreter shall have equal facility in all languages required, and transliterators must have equal proficiency in Cued Language as requested.
- The contractor personnel shall have the ability to indicate the nuances and tone of speech to enable individuals who are Deaf and Hard of Hearing to fully engage in conversation.

The contractor shall provide proof that:

- For ASL Interpreters
- Contractor personnel shall possess a national certification from the Registry of Interpreters for the Deaf (RID), NAD IV (Advanced), NAD V (Master). Other acceptable credentials from the Texas Board of Evaluation of Interpreters, or other state BEI equivalent: BEI Advanced, BEI Master,

BEI Level IV, BEI Level V, BEI Level IV Intermediary, and/or BEI Level V Intermediary.

- Has successfully completed a skills assessment/screening that is inclusive of: ASL-Spoken English and Spoken English-ASL interpretation; and an interpreter ethics response.
- For Cued Speech/Language Transliterators:
 - Contractor personnel shall possess the CLTNCE credential.
 - Has successfully completed a skills assessment/screening that is inclusive of expressive and receptive transliteration skills, as well as an ethics response.
 - The contractor personnel shall have the ability to interpret individually and in team settings or to facilitate the interpreting process to afford clear communication if the nature of the meeting complicates the ability to interpret effectively.

3.1.2 STAFFING

The Contractor shall enter into an agreement in which they will recruit, screen, and present qualified Contract Employees who will provide sign language interpreting and cued speech services to MCPS. Additionally, contractors providing video remote interpreting (VRI) will support only MCPS employees.

1. For Department of Compliance and Investigations-related work, national certification (or another acceptable credential as described in 2.1b) is required.
2. MCPS has the right to reject any staff offered by the Contractor or to request replacement of any person determined to be unacceptable.
3. No MCPS full or part-time staff may be employed in the performance of this contract.
4. The Contractor shall include in their response to MCPS current profiles for each interpreter consisting of a resume, two work references, and a criminal background check. Each interpreter's skill level will be screened by the agency. If personnel changes are made at any time during the contract term, MCPS must be notified to approve the change before services are provided.
5. Staff resources are contracted based on MCPS interpreter/cued staff availability, and assignments are subject to change at the discretion of MCPS points of contact.

4.0 CONTRACTOR RESPONSIBILITIES

- The Contractor must report changes in staff to the Interpreting Services under the Deaf and Hard of Hearing Unit two weeks prior to any changes in service.
- The Contractor shall provide Interpreting and Cued Speech Services with copies of resumes and any proof of certification as applicable.
- The Contractor must have flexibility for adding and withdrawing interpreter assignments with 48-hour notice.
- The Contractor must notify Interpreting Services in the event a client does not show up. Prior to leaving the location, service providers must also check in with the office to ensure the consumer will not be in attendance.

All SLIs will strictly adhere to the Code of Ethics and Professional Conduct adopted by the Registry of Interpreters of Deaf, Inc as well as any State requirements regarding sign language interpreters. All CLT will strictly adhere to the Cued Language Transliterator Code of Conduct adopted by the Testing, Evaluation, and Certification Unit (TECUnit).

- All SLI/CLTs will be dressed in appropriate apparel consistent with standards of business and that will present and function as professionals. MCPS encourages a “business casual” dress code that is polished and professional yet allows for personal comfort and cultural expression. MCPS welcomes attire that is clean, in good repair, and reflects the diversity of our team, including cultural and religious garments, head coverings, and varied professional styles. If service providers are comfortable, confident, and professional, that is considered appropriately dressed.
- Subcontractors may be used by the Contractor if they fulfill the stated specifications and the Contractor agrees to maintain the agreed-upon hourly rate with MCPS.
- All SLI/CLTs are to arrive at least 15 minutes prior to an event. If an interpreter does not arrive by the event's start time, the Contractor will be charged a \$25.00 penalty. This penalty will be deducted from the invoice.
- In the event that the assigned interpreter is unable to attend a scheduled event, the Contractor shall provide a qualified substitute to fulfill the commitment and avoid service disruption, as scheduled.
- An interpreter may not perform more than one assignment during the same period of service. Where the same interpreter is requested for a new assignment, the existing assignment must have ended before the interpreter begins the new one. This does not restrict the use of multiple interpreters on a single assignment (team interpreting).
- Independent Contractors must notify the MCPS point of contact in Interpreting Services no less than three (3) hours prior to a scheduled event during a normal school day or by 4:00 p.m. for an evening event, should there be a substitute interpreter assigned. MCPS must approve this recommendation.

5.0 PLACE OF PERFORMANCE

Services will be provided at MCPS sites and various locations within Montgomery County or outside the county for students and/or staff to attend/participate in theatrical events, concerts, orientations, graduations, etc., as needed.

6.0 CALENDAR

The contracted SLI/CLTs will observe the MCPS calendar and will not report hours for days when MCPS schools are closed due to scheduled holidays, no-school days, or for emergency closings. The MCPS school calendar will be provided when the contract is awarded. Emergency closings are announced on local television and radio stations, on the MCPS website, <https://ww2.montgomeryschoolsmd.org/calendar/> and/or through notification to those subscribed to Alert MCPS.

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

In the event of weather-related or emergency cancellations and closures, if MCPS has not announced the closure by 5:00am interpreting and cued speech services will be billable for the scheduled services that day; however, any consecutive closures mentioned in the notice to follow are non-billable.

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

7.0 SPECIAL CONSIDERATIONS

A. Damages

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

B. Transportation/Mileage

When in an active work status, mileage is not reimbursable, and the standard hourly rate would apply. If travel occurs while in a non-active status, mileage between MCPS duty locations is billable at the standard current IRS rate.

C. Billing

Invoices for services provided to a) students, b) community engagements under DHOH, or c) applicants/employees (ADA) shall **not** be combined; each category **must** be submitted on a separate invoice and clearly labeled for payment processing. Invoices can be sent to the MCPS point of contact from Interpreting Services via email, or a hard copy may be sent to MCPS Interpreting Services, Attn: Ms. Selma Patillo Simms, Coordinator, Interpreting Services, English Manor, 4511 Bestor Drive, Rockville, MD 20853.

Invoices shall be submitted bi-monthly, with dates ranging from the first to the fifteenth of the month, and then, from the sixteenth to the end of the month, with Net 30 payments from MCPS. The invoice shall include the date, times, client's name, interpreter's name, type of event, hourly rate, and number of hours. MCPS will not pay for overlapping service periods. The same interpreter may not be invoiced for more than one assignment covering the same period of service (see 3.0); concurrent invoices for overlapping service times will be denied.

Invoices for services rendered on or before June 15 must be submitted by June 15 to be paid within that fiscal school year. In any year in which the school calendar extends beyond June 15, the Contractor shall submit a separate, final invoice for services rendered after June 15 through the last day of services no later than the MCPS fiscal year-end submission date established by the Office of the Controller, or within three (3) business days of the final service date, whichever is earlier. Such invoices will be charged to the fiscal year in which the services are rendered. MCPS will not pay invoices over a year old.

MCPS will not pay for a no-show, and a \$25 penalty will be deducted from an invoice for late arrival; see 4.0, Contractor Responsibilities. MCPS will not pay for an interpreter who arrives for a job and must be turned away because they do not meet all vendor obligations related to safety and security outlined in 20.0, specifically section b.

8.0 CONTRACT TERM

The term of contract shall be for one (1) year as stipulated in the RFP. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at the existing prices, terms, and conditions for up to three (3) additional one (1)- year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) shall have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may recommend to the Board of Education either extending the contract or re-bidding. If the contract is extended by the Board of Education a contract amendment will be issued.

9.0 PROVISION FOR PRICE ADJUSTMENT

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

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

10.0 PROJECT CONTACT

The MCPS project contact for this proposed procurement is:

Montgomery County Public Schools
Department of Special Education Related Services for
Students who are Deaf and Hard of Hearing, Interpreting
Services Project Contact To be Confirmed
Attn: Interpreting Services
English Manor

4511 Bestor
Drive
Rockville, MD 20853
240-740-1800

11.0 REFERENCES

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

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

12.0 PRICING

This contract shall be a firm fixed hourly rate contract. The approved rate shall be based on whether the resource is certified versus non-certified, based on 3.0 Scope of Services and 3.1 Mandatory Services/Skills. There will be no differential rates for evening/weekend assignments.

13.0 MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Nana Ama Asare, Buyer II, MCPS Department of Procurement at NanaAma_A_Asare@mcpsmd.org.

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 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 Friday, July 31, 2026. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Department of Procurement RFP# 4291.5
45 West Gude Drive, Suite 3100
Rockville, MD 20850

Submissions will become the property of MCPS.

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

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

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

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

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

- Point-by-Point/Response to each section of the RFP.
- Pricing- **submit in separate envelope**
- The Offeror must describe staff employment procedures and how supervision of staff and quality of service will be monitored as outlined in 3.0, Scope of Work, 3.1 Mandatory Services/Skills, 3.2.1, Staffing and 4.0 Contractor Responsibilities.
- The Offeror must include complete resumes of qualifications and experience and licenses of all staff who will be assigned to this project.
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted.
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Attachment E

- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- A redacted copy of offeror's proposal as specified in Sections 14.0 and 15.0.

14.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

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

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

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

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

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in 16.0.

15.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

16.0 SCHEDULE OF EVENTS

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

RFP Issued:	July 2, 2026
Questions Due:	July 9, 2026, by 4:00 p.m.
Responses Posted:	July 17, 2026
Pre-Proposal Conference:	July 20, 2026, 1:00pm – 2:00pm
Proposals Due:	July 31, 2026, at 2:00 p.m.

Anticipated Award Effective Date: September 2026 Board of Education meeting

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

17.0 VIRTUAL PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference for prospective contractors will be held on July 20, 2026, from 1:00-2:00pm, via teams, information below. Attendance at this conference is encouraged but is not mandatory. Questions about this RFP are due by 4:00 PM on July 9, 2026, so responses can be prepared and addressed at the pre-proposal conference. This virtual pre-proposal conference will be recorded for reference, when necessary, by MCPS. The purpose of the pre-proposal conference will be to allow prospective contractors the opportunity to obtain clarification of the RFP requirements and ask questions directly from MCPS staff to assist them in the preparation of their proposal responses.

Join Teams Meeting:

<https://teams.microsoft.com/meet/260662257495044?p=T77Lm8c8uqLY72SOTj>

Meeting ID: 260 662 257 495 044

Passcode: ze2ux3y9

Firms shall provide the names of the person(s) who will virtually attend the pre-proposal conference. Please include no more than two representatives. Send the names to Nana Ama Asare, Buyer II via e-mail at NanaAma_A_Asare@mcpsmd.org no later than July 9, 2026, at 12:00pm.

18.0 EVALUATION CRITERIA

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

1. Completeness of Response
2. Contractor's ability to provide described mandatory services, and availability of staff.
3. Related past experience and qualifications.
4. References.

5. Contractor's understanding of the scope of services as demonstrated by the response to the RFP.
6. Availability of contracting professional staff.

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

19.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the MCPS Procurement website at <http://www.montgomeryschoolsmd.org/departments/procurement> or contact the Department of Procurement by email NanaAma_A_Asare@mcpsmd.org and procurement@mcpsmd.org to confirm that an addenda/erratum have been issued.

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

20.0 CONTRACTOR OBLIGATION

Contractors' Obligation 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:

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

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to a crime involving:

1. 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;
2. 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

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

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

b. Required criminal background check process for certain individuals in the contractor’s workforce:

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

Fingerprinting for the criminal background check may be performed by 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 can be found on the Department of Procurement website at <http://www.montgomeryschoolsmd.org/departments/procurement> .

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be

assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

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

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

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

21.0 MULTI-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/Contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract.

Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

22.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

23.0 INQUIRES

Inquiries regarding this solicitation must be submitted in writing to Nana Ama Asare, Buyer II via email at NanaAma_A_Asare@mcpsmd.org and procurement@mcpsmd.org. Questions are due by 4:00 p.m. on July 9, 2026. Responses will be posted on eMaryland Marketplace and on the MCPS' Procurement website by July 17, 2026. The Board of Education will not be responsible for any oral or telephone explanation or interpretations 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 contractors. 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 their RFP response. The MCPS Procurement website address is <https://www2.montgomeryschoolsmd.org/departments/procurement/vendors/>

24.0 UNNECESSARY ELABORATE BROCHURES

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

25.0 BID PROTESTS

Any bid 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.

26.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14,**

16-18, 21-24, 26, 28, and 29 of the MCPS General Contract Articles are non-negotiable.

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

In addition, with regard to Article 8.D. of the MCPS General Contract Articles, MCPS reserves the right to submit payment in the form of credit card, Single Use Account (SUA), or Automated Clearing House (ACH). The Respondent shall not assess MCPS with any additional charge, fee, or price for the use of these electronic payment methods.

27.0 NOTICE TO OFFERORS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

(SEE NEXT PAGE)

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

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

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

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

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

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address _____
- 2. Representative's Name _____
- 3. Phone Number (s)/Extension(s) _____
- 4. Fax Number _____
- 5. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

_____ Prompt payment discounts of less than twenty (20) days will not be considered.

V. PURCHASING CARD AND SUA PAYMENT PROGRAM: MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

- Yes, we accept MasterCard No, we do not accept MasterCard

Note: To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept

MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA or e-mail accountspayable@mcpsmd.org to request ACH registration forms.

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

- Facsimile
- US Mail
- Email
- EDI

VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE): Check the appropriate box below.

- African American
- Asian American
- Hispanic
- Native American
- Female
- Disabled
- None

VIII. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. CONTRACTOR'S CERTIFICATION:

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

- A. The undersigned proposals to furnish and deliver 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 services, 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 A: Equal Opportunity Certification

Attachment B: Certification of Nonsegregated Facilities

Attachment C: Minority Business Enterprise

Attachment D: Non-Debarment Acknowledgement

Attachment E: Data C

Appendix A: MCPS General Contract Articles