

July 13, 2026

RFP Number: 4617.2
Due Date: August 17, 2026
Open Time: 2:00 p.m.

To: Prospective Respondents:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified bidders, that demonstrate competence and possess the ability and experience to provide Montgomery County Public Schools (MCPS) with evidence-based, researched, and reviewed assessments targeted to students in Grades 3-5 in Two-Way Immersion Programs that measure their progress on Spanish Language and Literacy comprehension. This RFP seeks assessment providers ("Respondents" or "Offerors") who share a vision for ensuring that all students have access to the highest quality assessments aligned to best practices in Dual Language education and assessment. The respondent should offer high-quality, web-based, and adaptive, questions with grade and age-appropriate item types that measure language and literacy skills in Spanish. The assessment system should also provide real-time and longitudinal data with easily accessible and customizable reports at the district, school, grade level, classroom, and student levels. Individual student data must be producible in an accessible way for families in multiple languages.

The contractor must submit their offer per the instructions under the RFP, Section 13.0 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 #4617.2

Spanish Language Reading Comprehension and Proficiency Web-based Assessments

1.0 INTENT

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified bidders, that demonstrate competence and possess the ability and experience to provide Montgomery County Public Schools (MCPS) with evidence-based, researched, and reviewed assessments targeted to students in Grades 3-5 in Two-Way Immersion Programs that measure their progress on Spanish Language and Literacy comprehension. This RFP seeks assessment providers (“Respondents” or “Offerors”) who share a vision for ensuring that all students have access to the highest quality assessments aligned to best practices in Dual Language education and assessment. The respondent should offer high-quality, web-based, and adaptive, questions with grade and age-appropriate item types that measure language and literacy skills in Spanish. The assessment system should also provide real-time and longitudinal data with easily accessible and customizable reports at the district, school, grade level, classroom, and student levels. Individual student data must be producible in an accessible way for families in multiple languages.

The selected provider(s) must offer high-quality assessment questions with grade and age-appropriate item types in Spanish. Respondents may propose assessments serving any or all of the K–5 grade levels; however, 3rd-5th grade is the target audience. The assessment system should also provide customizable reports at the district, school, grade level, classroom, and student levels. Assessments must include at least (2) tests per year with options to assess additionally as needed.

2.0 INTRODUCTION

Montgomery County Public Schools (MCPS) is the 15th largest school system in the United States, and the largest in the state of Maryland. During the 2025–2026 school year, it is projected that MCPS will serve more than 156, 000 students from 157 countries speaking 162 languages. With a Fiscal Year (FY) 2026 Operating Budget of approximately \$3.6 billion, MCPS employs more than 25,000 employees. Among the 211 schools that MCPS operates, 39 are National Blue-Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post*’s 2015 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation’s largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2016 are as follows:

Hispanic/Latino: 35.3%

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: $\leq 0.1\%$

In alignment with our strategic priorities, MCPS believes that each and every 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 supports 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.

MCPS also believes that we must engage every student, every day; learning is achieved by cultivating curiosity and encouraging determination, focus, and hard work; and adult learning and engagement are key to student learning. Therefore, MCPS encourages and support critical thinking, problem solving, active questioning, and risk taking to continuously improve; stimulate discovery by engaging students in relevant and rigorous academic, social, and emotional learning experiences; and challenge ourselves to analyze and reflect upon evidence to improve our practices.

The selected provider(s) must offer high-quality assessment questions with grade and age-appropriate item types in Spanish. Respondents propose assessments serving any or all the K–5 grade levels; however, 3rd-5th grade is the target audience. The assessment system should also provide customizable reports at the district, school, grade level, classroom, and student levels. Assessments must include at least (2) tests per year with options to assess additionally as needed.

3.0 SCOPE OF SERVICES

The requirements outlined in this RFP, although extensive, is not exhaustive and is intended to provide interested Respondents with sufficient basic information to submit proposals, meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential information. Proposals should address the entire scope of services requested. Requirements include:

3.1 Assessment and Materials Requirements

- (a) Comprehensive assessment materials aligned to research-based practices in assessing students in Dual Language settings, and adaptable to meet the needs of students with exceptionalities.
- (b) Assessment demonstrates authentic connections between standards, progress towards literacy goals and proficiency metrics.
- (c) Provide developmental and age-appropriate assessments that are adaptive for 3rd-5th learners including but not limited to those receiving special education services and accelerated students.

3 RFP 4617.2

- (d) The assessment must be able to assess student progress and/or proficiency towards language and literacy in Spanish.
- (e) The assessment must be culturally and experientially relatable for students from culturally and linguistically diverse backgrounds.

3.2 Assessment Purpose and Use

- (a) The assessment must have reliability and validity to ensure that results represent accurate information about students for the intended use of the assessment.
- (b) Practice assessment materials should be pre-made and readily available.
- (c) Directions should be available in English and Spanish.
- (d) Assessments should provide students and teachers with a student's current level of proficiency and anticipated growth targets.
- (e) Assessments must effectively measure incremental student growth in Spanish language and literacy.

3.3 Developmental appropriateness

- (a) Assessments should be age and developmentally-appropriate. in order to accurately assess students' language proficiency.

3.4 Item Types

- (a) All questions must be inclusive and free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with exceptionalities.

3.5 Usability

- (a) The assessment must be computer-based and must include online tools capabilities, such as lockdown browser, highlighter, magnifier, color contrast, etc.
- (b) Include features that support the access of students with disabilities and are adaptable to meet the needs of students who are blind or visually impaired, deaf or hard of hearing, those with print disabilities, and students with significant cognitive disabilities.
- (c) Must allow for flexibility in meeting the needs of a wide range of students and include accommodations for special populations, including Language Learners, students with disabilities, including students who are visually impaired and/or deaf or hard of hearing, those with print disabilities, and students with significant disabilities, and students identified as gifted and talented.

3.6 Data and Reporting

- (a) Generate data reports that include proficiency as growth measures over time.

- (b) Assessment rubrics that are grade-level appropriate
- (c) Data reports must contain detailed performance and progress information in both written and graphical form to facilitate the use of the scores for instructional planning and decision-making.
- (d) Include reports that provide parents/guardians and others with necessary information about the progress of the learner so that they may provide support at home or outside the school setting.
- (e) If the assessment tool is computer-based, it provides accessible digitally available student-facing, teacher-facing, and parent/guardian facing data reports in multiple languages.

3.7 Support, Training, and Professional Development

- (a) The proposal shall describe the initial training and professional development necessary to begin implementation of the proposed assessment system. The training plan should include mechanisms to train district teachers and central staff, including the availability of digital professional learning tools.
- (b) The proposal shall allow respondent representative(s), in a timely manner, to work on a regular basis with district/school personnel to answer all questions regarding production or financial matters pertaining to the individual services required.
- (c) Administration recommendations and expected timing per student.
- (d) Suggestions for how assessment results can be leveraged by the teacher to examine self-practice and improvement.
- (e) Suggestions for how the results can be referenced by the school and district leaders to examine school-wide growth and performance.

4.0 TECHNICAL REQUIREMENTS AND VENDOR EXPERIENCE

4.1 Materials are accessible from any Internet-enabled device including but not exclusive to personal computers, laptop computers, Chromebooks, Apple iPads, tablets, and smartphones. A comparison of features or functionality that vary across device types should be provided as applicable (ex. web-based experience v. mobile application).

4.2 The Respondent supports single sign-on (SSO) for staff and students. District-supported options for SSO include Microsoft Azure/AD (now called Entra ID), Google SAML, and Clever SSO.

4.3 Compatible with all modern Internet browsers including but not exclusive to Microsoft Edge, Google Chrome, and Safari using default installation settings and without additional system hardware or software components required on end-users' devices.

4.4 The Respondent provides automated processes for the provisioning and management of user accounts. District-supported processes for account provisioning and management include Secure File Transfer Protocol (SFTP), OneRoster, and Clever rostering.

4.5 The Respondent includes centralized management of digital or online materials for all users that enables MCPS to establish, customize, and control levels of user access and can be managed by the district locally.

4.6 The Respondent shall provide MCPS with statistics regarding usage of online resources by MCPS and its authorized users according to the then current standards in the industry.

4.7 The Respondent shall conduct daily backups of MCPS data, either incremental or full, and must conduct full weekly backups. If the Respondent's products and services retain data for individual students, such data shall be retained in the Respondent's online system for a minimum of five years following the creation of each student account and one year following the graduation of each student, unless otherwise as specified or directed by MCPS.

4.8 The Respondent shall have the ability to configure a nightly (or more frequent) transfer of system data to MCPS' Student Information System (SIS) or any updated, upgraded, or alternative systems that MCPS adopts at its sole discretion.

4.9 The Respondent includes district level and site level reporting options.

4.10 For digital or online assessments, assessment systems shall have the capability to automate the transfer of student assessment data. If this cannot be done via direct connection, assessment data can be readily imported in at least one of the following file formats into Unify: .csv (comma delimited) or. tsv (tab delimited).

4.11 Processes and provisions regarding the handling, use, storage, and retention of MCPS data and information to ensure the privacy of staff, students, and parents/guardians, consistent with the MCPS General Contract Articles and elsewhere in this RFP.

Examples of similarly completed projects, or projects in progress, that demonstrate the Respondent's expertise and capabilities in each of the above-listed areas. Examples might include, for example, detailed descriptions supported by screenshots, references, websites or apps for MCPS review.

5.0 ACCESSIBILITY REQUIREMENTS

5.1 Compliance with WCAG standards:

The Vendor shall be responsible for ensuring that any and all products and/or services provided under this Contract shall meet all accessibility requirements and standards set forth in applicable federal and State laws and regulations, including, without limitation, Education Article § 7-910 of the Annotated Code of Maryland, COMAR 13a.06.05, Title II of the Americans with Disabilities Act, the Federal Rehabilitation Act of 1973, 28 C.F.R. 35 (including the Final Rule on "Accessibility of Web Content and Mobile Apps Provided by State and Local Governments" the ("Final Rule")), and the technical standard set forth in the Web Content Accessibility Guidelines ("WCAG") 2.1, Level AA.

5.2. Digital Product Accessibility Overview Checklist

Vendors will complete the MCPS Digital Product Accessibility Overview Checklist detailing each of the distinct digital components of the proposed product with accompanying login credentials for testing from both a Teacher and Student point of view, (Attachment F).

5.3. Requirement to provide an Accessibility Compliance Report (ACR)

For each distinct digital component listed in the Digital Product overview form, Vendor provides a comprehensive Accessibility Compliance Report (ACR) based on the March 2022 revision of the Voluntary Product Accessibility Template (VPAT 2.4Rev WCAG) provided by the Information Technology Industry Council (ITI). The ACR should include a review for each unique digital component of the Vendor's product and identify whether the document was completed by internal staff or a named third-party contractor.

5.4. NIMAC coordination

By agreeing to deliver materials within this contract, and as per the Individuals with Disabilities Education Act (IDEA), the publisher shall prepare and submit, within 30 days of the contract start date, a National Instructional Materials Accessibility Standard (NIMAS) file set to the NIMAC that complies with the terms and procedures set forth by the National Instructional Materials Access Center (NIMAC) (IDEA Title I, Part D, sec. 674(e)).

The files will be used for the production of specialized formats as permitted under the law for students with disabilities. The publisher also will submit to MCPS a Certification from NIMAC to demonstrate submission of the file.

The publisher also agrees to mark up materials eligible for NIMAS submission that contain mathematical and scientific instructional content by using the MathML modular extension of the DAISY/NIMAS Structure Guidelines, as posted and maintained at the DAISY Consortium website (refer to the latest applicable version).

Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS filesets of the purchased materials to the NIMAC. The files will be used for the production of accessible formats as permitted under the law for eligible students (IDEA Title I, Part B, sec. 612(a)).

5.5 Accessibility of Print and Printable Digital Materials

All print materials, including digital materials intended for printing, shall be provided to MCPS in an accessible digital format. Minimum accessibility features include: Document Language, Logical Reading Order, Appropriate Nesting, Table & Chart Accessibility, and Alternate Text for all images.

6.0 TIMELINE FOR IMPLEMENTATION AND KEY STAFF

The vendor's proposal shall propose a plan and schedule for implementation. The proposal shall provide a general timeline and sequence of experiences that will be available for participating students.

In addition, the proposal shall identify key staff members on the project team, describe each team member's relevant experience and describe the role he or she would play in the project. Such key staff shall not be substituted with other personnel or reassigned to another project without MCPS' prior approval.

7.0 DATA PRIVACY AND SECURITY

As specified in more detail in the MCPS General Contract Articles and elsewhere in this RFP, the vendor will comply with all federal, state, and local laws, regulations, and ordinances applicable to this project, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, *et seq.*), the Protection of Pupil Rights Amendment, ("PPRA") 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 *et seq.*), the Maryland Student Privacy Act of 2015, Md. Ed. Code Ann., §4-131, Code of Maryland Regulations (COMAR) 13A.08, as well as applicable Board of Education policies and MCPS regulations, including but not limited to MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*, MCPS Regulation JOA-RA, *Student Records*, and MCPS Regulation JFF-RA, *Federal Requirements for Use of Protected Student Information*.

8.0 TRAINING

The vendor will provide on-site and/or interactive web-based training to school district personnel as needed. Fee structures for more comprehensive professional development can be provided as part of the response to this RFP. Any included asynchronous training materials should be provided on an accessible digital platform. All professional learning videos should include accurate closed captions.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 16.0. However, the Montgomery County Board of Education reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards particularly if multiple Spanish language proficiency or reading comprehension assessments meet complementary needs across K–5 grade levels.

In determining the qualifications of an offeror, MCPS will consider the offeror's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the offeror's record providing online digital curriculum services

to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any offeror if the investigation discloses that the offeror, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the offeror to perform the work, and the offeror 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 offeror or investigation of such offeror fails to satisfy MCPS that such offeror is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services.

All offerors submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Offerors also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third-party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s).

MCPS reserves the right to add or delete 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.

9.0 CONTRACT TERM

The initial term of contract shall be for an initial two years as stipulated on the RFP. However, 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 three additional terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful 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.

10.0 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.

11.0 REFERENCES

All offerors shall include a list of a minimum of five references who use the firm's digital content, assessments, professional development, and customization services who can attest to the firm's quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the respondents' services. Include names of client, contact person, email address and phone number of all references. Also, as an attachment, offerors shall include a list of all current school district clients.

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

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

12.0 FORMAT OF RESPONSE

- 12.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 12.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the vendors' s point-by-point response to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.

- 12.3 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.
- 12.4 Pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

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 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 August 17, 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.

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

Complete Response must include:

- Point-by-point Response to each section of the RFP
- Pricing Proposal
- References, See 11.0 References
- List of all current school district clients, See 11.0 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.)
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Data Sharing form (Attachment E)
- MCPS Digital Product Overview Checklist (Attachment F)
- 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 separate redacted copy of offeror's proposal as specified in Sections 12.0 and 13.0.

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 12.0.

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 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 MPPIA requests.

16.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 17.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified offerors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal. In addition, vendors shall be prepared to provide a product and services demonstration, providing an overview of the proposed product and services at no cost to MCPS. As appropriate, the vendor shall be responsible for the installation of the proposed products and services and any third-party software at the District-designated demonstration facility before the demonstration, as necessary. If requested by MCPS, the top qualified offeror or offeror shall provide MCPS with an opportunity to access and review the vendor's system as in operation at that time, via the Internet from a MCPS computer, to ensure conformity to the requirements of this RFP as well as for the quality and ease of the user interface.

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

13 RFP 4617.2

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further. Selection will be made on the basis of the criteria listed below.

1. Completeness of Response
2. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
3. References
4. Pricing Proposal

17.0 SCHEDULE OF EVENTS

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

RFP issued: July 13, 2026
Questions Due: July 27, 2026 at 4:00pm
Responses Posted: August 3, 2026
Proposals Due: August 17, 2026 at 2:00pm
Anticipated award date: September/ October 2026

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

18.0 PRE-PROPOSAL CONFERENCE

Not applicable to this RFP.

19.0 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 the Buyer II, Saudy Espinal at saudy_espinaldeveloz@mcpsmd.org and the Department of Procurement at 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 bid being deemed non-responsive.

20.0 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 notifications for municipalities throughout Maryland.

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 require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the 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 bid. MCPS pricing is based on the specifications provided in this solicitation.

22.0 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 and procurement@mcpsmd.org. Questions are due at **4:00 p.m. on July 27, 2026**. Responses will be posted on the MCPS Procurement website on **August 3, 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/.

23.0 UNNECESSARILY ELABORATE BROCHURES

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

24.0 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.

25.0 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.**

26.0 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 bid 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 _____

27.0 NOTICE TO BIDDERS

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.

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 bid response.

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

Company Name _____

Address _____

Bid 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 bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

IV. ANTI-LOBBING

The Contractor will comply with the Byrd Anti-Lobbing 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 _____