

April 17, 2026

RFP Number: 7232.2  
Due Date: May 18, 2026  
Open Time: 2:00 p.m.

To: Prospective Respondents:

Montgomery County Public Schools (MCPS) is soliciting proposals to secure a comprehensive, accessible, and intuitive software solution to support a diverse population of learners/users, including those with learning disabilities, reading and writing challenges, and Emergent Multilingual Learners. The core requirement of the solution is to provide integrated Text-to-Speech, Speech-to-Text, and Word Prediction capabilities that promote literacy, writing fluency, and independent learning across MCPS-supported digital environments, specifically Google Workspace for Education (Docs, Slides, Forms), web-based content (Chrome Browser), PDF annotation, and the Canvas Learning Management System.

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

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

Sincerely,



Angela McIntosh Davis, Director  
Department of Procurement

AMD: se

Copy to:  
RFP File

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

**Request for Proposal #7232.2**  
**Assistive Technology Reading and Writing Tool**

**1.0 INTENT**

Montgomery County Public Schools (MCPS) is soliciting proposals to secure a comprehensive, accessible, and intuitive software solution to support a diverse population of learners/users, including those with learning disabilities, reading and writing challenges, and Emergent Multilingual Learners. The core requirement of the solution is to provide integrated Text-to-Speech, Speech-to-Text, and Word Prediction capabilities that promote literacy, writing fluency, and independent learning across MCPS-supported digital environments, specifically Google Workspace for Education (Docs, Slides, Forms), web-based content (Chrome Browser), PDF annotation, and the Canvas Learning Management System.

**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 2026 are as follows:

Hispanic/Latino: 35.3%

White: 23.9%

Black or African American: 21.6%

Asian: 13.7%

Two or more races: ≤5.3%

American Indian or Alaskan Native: ≤0.2%

Native Hawaiian or other Pacific Islander: ≤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.

### 3.0 SCOPE OF SERVICES

#### 3.1 Requirements

##### Assistive Technology Reading and Writing tool

The proposal should offer an integrated tool fully compatible with Chrome OS, Google Workspace for Education, Performance Matters testing platform, and Canvas Learning Management System with the following core features:

- **Text-to-speech** that converts digital text, including mathematical equations, into clear, natural-sounding, spoken audio.
- Highly effective **Speech-to-Text** (Dictation) feature to instantly transcribe spoken words into digital text, supporting users with limited keyboarding skills or those who benefit from writing through oral input. The accuracy of recognition should extend to users with speech disfluencies and different accents.
- Robust **Word Prediction** that is responsive to phonetic spelling attempts, and includes features supportive to students with writing difficulties such as predict ahead, topic dictionary, and the ability to customize layouts to support students with vision and motor impairments.
- Advanced grammar and spell check to include detection of spelling errors, incorrect use of homonyms, syntax, grammar suggestions, including explainers to support decision-making and learning.
- An assessment mode that allows teachers to restrict access to features during assessments

The following additional features are preferred:

- Speech-to-text for math equations
- Picture dictionary/multi-lingual dictionary
- Thesaurus
- Highlighters that allow users to collect and organize highlights into a separate document or study guide
- Tools to support vocabulary study
- Screen masking/Reading ruler
- Translation, with teacher-level and student-level control over when it is available.

Additional requirements:

- All tools are available through a single installation.

- Ability to customize reading controls, including the ability to adjust voice, speed, pitch, and accent.
- Provide synchronized dual-color highlighting (word-by-word and sentence-by-sentence) to visually track text being read aloud.
- Ability to customize and store personal preferences across devices.
- Offer multi-language support for the core features (Text-to-Speech, Speech-to-Text, and Word Prediction) to effectively support multilingual users
- Optical Character Recognition (OCR) functionality capable of converting inaccessible, image-based text into a machine-readable format.
- Reading aloud of alt-text embedded in images across document format types.
- PDF viewing and annotation tools, with assistive features available throughout, including in fillable form fields.

Licensing administration requirements:

- Automated management of a large (30,000+) group of licenses.
- Licensing dashboard that does not require the license manager to have Google Admin privileges.

Data collection requirements

- Differentiate between teacher and student usage.
- View daily, weekly, and monthly student usage data by feature used in a graphical representation.
- Summarize aggregate daily student usage by day, week, month, and year.
- Summarize aggregate daily student usage data by school and grade.

### 3.2 Equivalent Access Requirements

Requirement to provide an Accessibility Compliance Report (ACR): To ensure compliance with Education Article, § 7-910, Annotated Code of Maryland, vendors shall provide 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) for each distinct digital component listed in the MCPS Digital Product Overview. 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.

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.

Accessibility Maintenance and Support: During the term of the Agreement involving use of digital tools, the Entity shall provide an updated and complete Accessibility Conformance Report

(“ACR”) annually, or within 30 days of the release of a significant product update (e.g., version 1.1 to version 2.0), as well as ongoing maintenance and support for accessibility including:

- 1) Accessibility Compliance Audit: The Entity will periodically conduct accessibility audits, at least annually, to ensure continued compliance with WCAG 2.1 Level AA. This audit should include a list of identified WCAG 2.1 Level AA violations and estimated remediation timeframes.
- 2) Accessibility Remediation: The Entity shall address any identified violations, conduct validation testing, and provide documentation of the testing results.

**Accessibility Indemnification and Guarantees:** The Entity agrees to indemnify and hold harmless Montgomery County Public Schools from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this Agreement. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This section will survive the termination of the Agreement. The Entity failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties stated in Education Article, § 7-910, Annotated Code of Maryland.

**Third-Party Technology:** The Entity acknowledges that supplying third-party technology and/or content does not exempt the Entity from ensuring product compliance with this section. The Entity bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

### **3.3 Technical Requirements and Vendor Experience**

The vendor shall have proven experience working with large school districts and provide a dedicated staff member to assist MCPS with service updates and technical troubleshooting. The product must be able to handle daily updates to a large subscription group.

1. Technical Requirements and Vendor Experience
  - a) Real-time Access:
    - i) MCPS will require access to all data twenty-four hours a day, seven days a week.
    - ii) The vendor shall provide to MCPS statistics regarding usage of the system by the district and its authorized users according to the then-current standards in the industry.
  - b) System Modifications:
    - i) District functional and technical contacts will receive a 30-day notification of any substantive system modifications, including but not limited to Artificial Intelligence features/functionality.
    - ii) The district will have the option of disabling any system modification for 365 days from release.
  - c) Data Backup and Retention:
    - i) The vendor shall conduct daily backups of District data, either incremental or full, and must conduct full weekly backups.
    - ii) Data for each individual student shall be retained in the vendor’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 specified or directed by MCPS.

- iii) All District data must be deleted from the system within 30 days of written notification.
- d) Data Export and Format:
  - i) Export Functionality: Capability to easily export all reporting data for further analysis or archiving purposes.
  - ii) File Formats: Data should be exportable in common, machine-readable formats such as CSV, Excel (.xlsx), or PDF documents.
  - iii) Ad-Hoc Reporting: Provide tools for generating ad-hoc or customized reports based on specific administrative queries.
  - iv) Real-time Access: Provide administrators and teachers with real-time access to student performance data and progress metrics.
  - v) Customizable Dashboards: Offer intuitive, customizable dashboards that visualize student and class performance against specific MCCRS learning objectives.
  - vi) Data Granularity: Reports must provide granular data at multiple levels: individual student, class, grade level, school, and district aggregate.
  - vii) Assessment Reporting: Detailed reporting on formative and summative assessments, including question analysis, identification of specific skill gaps, and mastery tracking of individual standards.
- e) Student Data Privacy and Security:
  - i) Security Audits: The vendor must provide a current SOC 2 Type 2 report to verify the effectiveness of their security controls and commitment to data integrity and confidentiality over a sustained period.
  - ii) Compliance with all applicable federal and state student data privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and local Maryland data governance policies.
  - iii) Data storage and transmission must be secure and encrypted both in transit and at rest.
  - iv) Disclosure of how/where MCPS data will be securely stored, including but not limited to the hosting and access to data
  - v) The vendor must commit to not selling, sharing, or using student data for any purpose other than providing the educational service outlined in the contract.
  - vi) The tool only collects the data that is essential for its functionality
  - vii) The tool is independently evaluated through trusted sources such as Common Sense Privacy Seal or iKeep Safe.
  - viii) There is regular penetration testing, and breach history is disclosed
- f) Hardware and Software Requirements:
  - i) system technical requirements, technical media resources, and copyright and licensing status provided in writing
  - ii) hardware, software, processing, or other requirements that will be necessary in order for MCPS and its users to fully utilize the vendor's product and service

- iii) Recommended technological configuration necessary to efficiently access and perform all online functions
  - iv) the capacities and capabilities of its services related to ease of use and implementation, school/district-wide, and support for an unlimited number of users and possible roles, as well as legally-compliant customizable permissions to secure access to student data;
  - v) complete compatibility with Chrome as well as other common browsers (i.e., Edge, Safari) using only default installation settings, as well as any system hardware and software components required on individual end-users' devices
  - vi) capacity to support automated data exchange between the vendor's platform and MCPS's student information system(s) as appropriate;
  - vii) how data is updated and synced on a daily basis; and
  - viii) How the vendor will operate a secure log-in system for all MCPS users that allows MCPS staff to determine the levels of user access and delete or restrict use as necessary.
- g) Vendor Experience: the vendor's proposal shall provide examples of similarly completed projects, or projects in progress, that demonstrate the responding firm's expertise and capabilities in each of the above-listed areas. Examples might include, for example, detailed descriptions supported by printed screenshots, references to websites or apps that MCPS will be able to review online, etc.
- h) Data Integration and Interoperability:
- i) Ability to support single sign-on configuration for online content for students and staff, and administrative users.
  - ii) Rostering:
    - (1) Support for the Clever single sign-on (SSO) and secure rostering platform, which is the district's preferred method for data synchronization.
    - (2) Support for secure, automated daily or nightly student and teacher rostering via industry-standard protocols (e.g., Secure File Transfer Protocol (SFTP) with CSV files, or API integration) if Clever is not utilized.
  - iii) Ability to incorporate online content via LTI integration with the District learning management system (LMS).
  - iv) LMS Gradebook Sync: Capability to synchronize assessment scores and progress data seamlessly with the district's primary Learning Management System (LMS) gradebook using LTI 1.3 or higher standards.
  - v) Ability to configure a nightly (or more frequent) transfer of student data from online assessments or activity to the district's data platforms.
    - (1) Vendors must be able to export scores in a format that can be uploaded to the Performance Matters Unify platform. A file layout to be provided to the finalists, and the finalists will be asked to submit a sample file.
    - (2) Vendors must be able to provide a PDF of tests/assessments that can be uploaded for Answer Key Only (AKO) testing. Finalists will be asked to submit samples with associated Answer Keys. OR

- (3) Vendors must be able to provide items and tests in Question and Test Interoperability (QTI) 2.1 format that can be readily imported into the Performance Matters Unify platform. Test items must include appropriate alt-text for images and mathematical expressions in MathML format for interoperability with assistive technologies. Finalists will be asked to submit a sample file.
- i) Artificial Intelligence (AI)
    - i) AI capabilities support district goals, pedagogy, personalized learning, or UDL
    - ii) Disclosure of fairness testing or mitigation of algorithmic bias.
    - iii) Disclosure of AI modules' function in clear, accessible terms.
    - iv) Clearly identify system components that use AI and the purpose of each.
    - v) Complies with the district's acceptable use, data privacy, and academic integrity policies.
    - vi) System for reporting misuse, hallucinations, or breaches
  - j) Professional Learning
    - i) Training is provided on an accessible platform, all videos are closed captioned, and any live sessions include live captioning.
    - ii) All online training modules are provided to the district in a SCORM 1.2 or 1.3 format.

#### **4.0 CONTRACT TERM**

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

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

#### **5.0 PROVISION FOR PRICE ADJUSTMENT**

Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations for awards, however, shall be made based on the original price submission only.

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful offeror must notify the Director of the Department of Procurement of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 180 days of the contract. Thereafter the successful contractor must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the request for a price increase is approved, a contract amendment will be issued.

**6.0 CONTRACT TERMINATION**

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

**7.0 REFERENCES**

All offerors shall include a list of a minimum of five references who use the vendors services and 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 al 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>Contact</u>	<u>Phone</u>
<u>Company Name &amp; Address</u>	<u>Person</u>	<u>Number</u>
1. _____		
Email _____		
2. _____		
Email _____		
3. _____		
Email _____		
4. _____		
Email _____		
5. _____		
Email _____		

## 8.0 FORMAT OF RESPONSE

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

## 9.0 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](mailto:Saudy_EspinalDeVolez@mcpsmd.org), Buyer II, MCPS Department of Procurement a Microsoft Word version to help them in preparing the response.

In addition, MCPS is requesting to submit a recorded video demonstration of the product's features lasting no more than 20 minutes to better understand and evaluate the product offered.

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 May 18, 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 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
- Recorded video demonstration of the product's features lasting no more than 20 minutes.
- Login credentials for 30 reviewers that provide full access for evaluation of the tool's interoperability within our mcpsmd domain.
- A comprehensive Accessibility Compliance Report (ACR) based on the March 2022 revision of the Voluntary Product Accessibility Template (VPAT 2.4Rev WCAG)
- Pricing Proposal
- References, see 7.0 References, including current school district clients
- 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 and Anti-Lobbing (Attachment D)
- List of Data Elements Form (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 separate redacted copy of offeror's proposal as specified in Sections 9.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 12.0. However, the Board reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards for different components of the scope of services.

In determining the qualifications of a contractor, MCPS will consider the contractor's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public

bodies, including but not limited to the contractor's record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts.

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

MCPS may conduct any necessary investigation to determine the ability of the contractor to perform the work, and the contractor shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract.

MCPS reserves the right to reject any proposal if the evidence submitted by the contractor or investigation of such contractor fails to satisfy MCPS that such contractor is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services. All Contractor's submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Contractors also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal.

Subcontractor and/or third-party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s).

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

## **10.0 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 Section 11.0.

## 11.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

## 12.0 EVALUATION CRITERIA

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 13.0, 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.

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

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. Related past experience, qualifications and capacity
3. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
4. References
5. Pricing Proposal

### **13.0 SCHEDULE OF EVENTS**

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

**RFP issued: April 17, 2026**

**Questions Due: April 23, 2026 at 4:00pm**

**Responses posted: April 29, 2026**

**Proposals Due: May 18, 2026 at 2:00pm**

**Anticipated award date: June 25, 2026**

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

### **14.0 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 Department of Procurement at [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org) to verify whether addenda/errata have been issued.

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

### **15.0 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.

### **16.0 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 Awarded 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.

## 17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Saudy Espinal De Veloz, MCPS Department of Procurement Buyer II, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850 or via email to [Saudy\\_EspinalDeVeloz@mcpsmd.org](mailto:Saudy_EspinalDeVeloz@mcpsmd.org) and the Department of Procurement at [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org). Questions are due at **4:00 p.m. on April 23, 2026**. Responses will be posted on the MCPS Procurement website on **April 29, 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 their RFP response.** The MCPS Procurement website address is [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/).

## 18.0 UNNECESSARILY ELABORATE BROCHURES

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

## 19.0 BID PROTESTS

Any bid protests, including appeals, will be governed by the applicable MCPS 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.

## 20.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Contractor will ensure that all staff 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.**

## 21.0 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 \_\_\_\_\_**

## 22.0 NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

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