

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

Request for Proposal #9922.1

Lease of MCPS Holding Facilities: Grosvenor Center and Radnor Center

1.0 INTENT

Montgomery County Public Schools (MCPS) is issuing this Request for Proposals (RFP) to solicit qualified agencies, organizations, companies, or corporations interested in leasing either the whole or a portion of an unoccupied school facility on a short-term basis as outlined below:

Grosvenor Center, 5701 Grosvenor Lane, Bethesda, MD 20814 – Currently available through June 30, 2028.

Radnor Center, 7000 Radnor Rd., Bethesda, MD 20817 – Currently available through June 30, 2028.

The selected Offeror(s) will enter into lease agreement(s) with MCPS for use of the space. The selected Offeror(s) will demonstrate the ability to conduct operations within the space and make rent payments throughout the term of the lease. The space may be leased to a single tenant or multiple tenants, as may be appropriate for the specific location.

If no responsible or responsive proposal is received for one or both locations, the Request for Proposal shall be advertised in additional 30 days increments until a responsive and responsible proposal is received and accepted. All proposals received will be reviewed and rated by a selection team (“Selection Team”), comprised of Division of Facilities Management staff. Following issuance of a Notice of Intent to Award to a proposed tenant, lease approval will be contingent upon feedback received from the surrounding community and authorization by the Board of Education.

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: $\leq 0.1\%$

3.0 QUALIFICATIONS

The selected Offeror(s) must demonstrate the experience and financial ability to operate successful programs within the space provided ("Leased Premises"). The selected Offeror(s) must demonstrate their understanding of the intent of this Request for Proposal and plans to vacate the leased premises according to the terms and conditions of the lease. Priority will be given to organizations as specified in Board of Education Policy DNA, *Management of Board of Education Owned Property* and Board Policy ECM, *Joint Occupancy of Montgomery County Public Schools (MCPS) Facilities*.

In determining the qualifications of an Offeror, MCPS will consider the Offeror's record and performance of any prior contracts and leases with MCPS, federal departments or agencies, or other public or private bodies, including but not limited to the Offeror's record of operating programs and business concerns in other MCPS or Montgomery County facilities. MCPS expressly reserves the right to reject any 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 requirements of the lease, 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 Offeror is capable of satisfying requirements for a lease. 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 lease and to complete all requirements contemplated therein. In addition, MCPS reserves the right to make on-site visits of Offerors who currently operate programs during normal business hours to determine ability, capacity, reliability, financial stability and other factors necessary to perform the proposed program in the Leased Premises.

All Offerors submitting proposals shall include evidence that they maintain permanent places of business. If applicable, the selected Offeror for each location must also obtain the required licenses from the Maryland State Department of Education prior to commencing operations within the school. This includes offerors who provide services as a private school or childcare. Copies of any other appropriate licenses necessary to perform this work shall be submitted with each proposal.

4.0 LEASED PREMISES AND LEASE REQUIREMENTS

MCPS is seeking qualified Offerors to lease available space at the facilities identified below. The selected Offeror(s) will be required to enter into a Lease Agreement in accordance with the terms and conditions of this RFP. The initial term of the Lease Agreements will be through June 30, 2028. Provided the Offeror is in good standing, not currently in default of the lease, has not had rent arrearages in the previous six (6) months, and/or if the property is not needed for school renovation and expansion projects, the Board of Education may grant the Offeror additional renewal terms, in accordance with the terms and conditions of the lease and consistent with Board Policy DNA, *Management of Board of Education Property* and Board Policy ECM, *Joint Occupancy of Montgomery County Public Schools (MCPS) Facilities*

The facilities available for lease are summarized below:

Holding Facility	Facility Address	Room s (all)	Building Square Feet	Maximum Term	Renewals	Relocatable Classrooms
Grosvenor Center	5701 Grosvenor Lane Bethesda, MD 20814	18	36,770	2 years	three (3) one-year renewal terms	0
Radnor Center	7000 Radnor Road Bethesda, MD 20817	16	36,663	2 years	three (3) one-year renewal terms	0

Floor plans and aerial photos for the proposed premises to be leased by the Offeror in each school are provided in Attachment C. A site visit will be scheduled at Grosvenor Center for September 14, 2026, from 10:30 to 11:30 am and Radnor Center on September 15, 2026, from 1:00 to 2:00 pm.

Please note that, subject to the terms of Board Policy DNA, *Management of Board of Education Property*, and Board Policy ECM, *Joint Occupancy of Montgomery County Public Schools (MCPS) Facilities*, the tenant must be prepared to relinquish possession of the Leased Premises prior to the end of lease term when any of the following conditions exist:

- (1) The tenant has defaulted on lease requirements.
- (2) The property is needed for an approved capital project in the CIP before the current lease term expires.
- (3) Another public use is identified as determined by the Board.
- (4) The property is needed to meet requirements of environmental conservation regulations.
- (5) The land is declared surplus by the Board because it is no longer needed for school purposes.
- (6) The Board may terminate a lease at its sole discretion with adequate notice to the tenant.

5.0 DEVIATIONS

MCPS expects to enter into a Lease Agreement with the Offeror(s) selected for each location that has terms and conditions as stated in the template included with this RFP as Attachment D, except and unless modified by MCPS in its sole discretion. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the Lease Agreement template. Lacking any response to the contrary, MCPS will infer that the Offeror(s) agrees to the specifications of this RFP and each term and condition of the Lease Agreement template. In particular, the insurance provisions set forth in Section 16 of the Lease Agreement are non-negotiable, as are those terms and conditions set forth in Board Policy DNA and Board Policy ECM.

6.0 INSTRUCTIONS

Offerors shall submit a complete proposal addressing all requirements outlined in this section. Proposals shall provide sufficient information for MCPS to evaluate the Offeror's qualifications, proposed operations, financial responsibility, and ability to comply with the terms and conditions of the Lease Agreement.

Offerors shall clearly identify the facility for which they are submitting a proposal, as identified in Section 4.0, Leased Premises and Lease Requirements. Offerors proposing to lease space at more than one facility shall submit a separate proposal for each facility. If proposing to lease less than an entire facility, the Offeror shall clearly identify the specific rooms and/or areas proposed for lease, including the corresponding room numbers shown on the floor plans in Attachment C.

Offerors shall organize their proposals in the order listed in Section 16.0, Evaluation Criteria, and clearly identify each section. Failure to provide the requested information may result in the proposal being deemed non-responsive or may impact the evaluation of the proposal.

The information provided in the proposal will be used by MCPS to evaluate each Offeror in accordance with the evaluation criteria set forth in Section 16.0, Evaluation Criteria. MCPS may consider information provided by the Offeror, information obtained from references, and other relevant information available to MCPS in evaluating an Offeror's qualifications, experience, past performance, financial responsibility, and ability to perform the obligations of the Lease Agreement.

7.0 RENTAL RATE

The Offeror will be required to pay monthly rent at a rate of no less than \$15.50 per square foot and any additional rent as specified in the Lease Agreement. Minimum monthly rent is calculated by multiplying the total square feet of space by \$15.50, then dividing by either 10 or 12 months. Annual rent for any renewal terms shall be increased at the beginning of each fiscal year, July 1, by no less than three percent (3%) over the previous year's annual rent. The rent rate is non-negotiable.

8.0 CONTRACT TERM

The initial term of contract shall be for (1) year as stipulated in the RFP. However, the contract may not begin one day after approval by the MCPS Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one (1) 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 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.

9.0 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.

10.0 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 has 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>
1.	_____		
	Email _____		
2.	_____		
	Email _____		
3.	_____		
	Email _____		
4.	_____		
	Email _____		
5.	_____		

Email _____

11.0 FORMAT OF RESPONSE

- 9.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 9.2 Contractors shall include any and all statements and representations made within their proposal in the contract for services with MCPS. This includes, but is not limited to, the offerors' 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.
- 9.3 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.
- 9.4 Pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

12.0 MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response should 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 [Comfort O Baiyeshea@mcpsmd.org](mailto:Comfort_O_Baiyeshea@mcpsmd.org), Buyer II, MCPS Department of Procurement a Microsoft Word version to help them in preparing the response.

One (1) original hard copy, 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 October 26, 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 who has 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 (2) 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 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 for or liable for any costs incurred by the offeror in the preparation and submission of their proposals and pricing.

Complete Response must include:

Proposals shall include, at a minimum:

- Company profile and relevant experience
- List of applicable licenses and certifications
- Description of emergency response capabilities
- References from similar clients
- Any exceptions or clarifications to the Scope of Services
- Board of Education Policy DNA (Attachment A)
- Board of Education Policy ECM, Joint Occupancy of MCPS Facilities (Attachment B)
- Leased Premises (Attachment C)
- Lease Template (Attachment D)
- Statement of Financial Responsibility (Attachment E)
- Certification of Financial Responsibility (Attachment F)
- Equal Opportunity Certification (Attachment G)
- Certification of Non-Segregated Facilities (Attachment H)
- Minority Business Enterprise (Attachment I)
- Non-Debarment Acknowledgement (Attachment J)
- Current Form W-9
- A separate redacted copy of offeror's proposal as specified in Sections 10.
- **POST-AWARD LEASE ADMINISTRATOR**

- 13.0** During the solicitation process, all questions and communications regarding this RFP shall be directed only to the Procurement Officer identified in Section 15.0, Questions and Requests for Clarification. Offerors shall not contact the Lease Administrator regarding this solicitation prior to contract award.

Following award of the lease, the MCPS Lease Administrator will serve as the primary point of contact for the selected Offeror. The initial Lease Administrator for this procurement is:

Margaret (Peggy) Ellett

Property Management Assistant
Department of Planning and Construction
Montgomery County Public Schools
45 W. Gude Drive, Suite 4000
Rockville, MD 20850
Email: Margaret_A_Ellett@mcpsmd.org

Or

Julie Morris

Supervisor, Planning and Real Estate
Department of Planning and Construction
Montgomery County Public Schools
45 W. Gude Drive, Suite 4000
Rockville, MD 20850
Email: Julie_A_Morris@mcpsmd.org
Phone: 240-740-7700

Following contract award, the Lease Administrator, or another MCPS employee designated by the Deputy Chief of the Division of Facilities Management, will serve as the liaison between MCPS and the selected Offeror; provide direction to ensure satisfactory and complete performance; monitor and inspect performance to ensure acceptable timeliness and quality; serve as the records custodian for the lease; accept or reject the Offeror's performance; provide timely written notice of performance deficiencies; prepare required reports; and recommend lease modifications or termination to the Deputy Chief, Division of Facilities Management.

The Lease Administrator is not authorized to alter, modify, terminate, or cancel the lease; interpret ambiguities in the lease; or waive MCPS' contractual rights. Any such action must be authorized in writing by the Deputy Chief, Division of Facilities Management.

MCPS reserves the right to change the Lease Administrator at any time. The selected Offeror will be notified in writing of any such change, including the name and contact information of the successor Lease Administrator.

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 10 (page 5).

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 MPIA 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 18.0, Schedule of Events. Only proposals received by the deadline will be considered.

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.

Proposals will be evaluated based on:

Scoring Rubric (100-Point Scale)

Category	Weight	Evaluation Standards
Experience and Qualifications	15 points	a. Organizational Experience i. Organizational experience in the Offeror's business or related field; ii. Experience operating similar programs or services; and iii. Years in operation under current business name and leadership and years in operation under other business names under current and/or previous leadership. b. Information regarding <u>current</u> program(s) operated by the Offeror, including: i. Name, location and description of program(s); ii. Hours of operation; iii. Population(s) served, including ages and the maximum and/or target enrollment for each program; iv. Program director's name(s); and v. Building manager(s') contact information. c. Information regarding <u>previous</u> program(s) operated by the Offeror, including: i. Name and location of program(s); ii. Hours of operation; iii. Population(s) served, including ages and the maximum and/or target enrollment for each program; iv. Program director's name(s); and v. Building manager(s') contact information.

		d. At least three (3) professional references, including one (1) financial reference provided by the Offeror. e. Past performance information demonstrating successful performance of similar programs or services, including client testimonials, customer satisfaction surveys, online reviews, and letters of recommendation.
Proposed Program, Services, and Community Benefits	40 points	a. Program Philosophy and Benefits i. Philosophy, mission, and organizational objectives of the proposed operations, including how the program aligns with applicable laws and Board policies, including Board Policy DNA, Management of Board of Education Property, and Board Policy ECM, Joint Occupancy of Montgomery County Public Schools (MCPS) Facilities; and ii. Any benefits provided to MCPS students, families, staff, Montgomery County residents, local community, and/or broader countywide community. b. Program Operations i. Describe proposed program features, methodology, and any innovations; ii. Include proposed population to be served, including ages of children or clients; and iii. Proposed operating schedule, including: 1. Days of the week (example: Monday - Friday), months (10 or 12 months/year), and daily hours of operation (i.e. 6:30 a.m. - 5:30 p.m., for example); 2. Holiday, winter, spring break, summer, half-day, and inclement weather operations proposed plans; and 3. Emergency and weather-related closure procedures, and how they are proposed to be

		handled, including parent/client notification procedures. c. Proposed Space Utilization i. Marked-up <u>Attachment C</u> identifying the proposed space layout; ii. Amount of facility space proposed to be occupied, including corresponding room numbers shown on the floor plan in <u>Attachment C</u>; iii. Number of staff, visitors, children, and/or clients to be accommodated; and iv. Number of expected daily visitors. d. Community Use i. Identify any available indoor spaces (e.g., multipurpose rooms, classrooms) and proposed hours for after-hours Community Use of Public Facilities (CUPF) use; and ii. Identify the outdoor amenities (fields, playgrounds, basketball courts, parking lot) and proposed hours of availability and restrictions to public use. e. Maintenance i. Proposed cleaning schedule and scope of work; and ii. Proposed grounds care schedule and scope of work. f. Frequency of large events and estimated number of attendees. Please include details of whether invited attendees include neighboring community, broader community, MCPS students, MCPS staff.
Staffing and Service Delivery Approach	15 points	a. Staffing plan i. Number of full-time and part-time employees at this site; ii. Job titles proposed to be at this site; iii. Proposed staff-to-client and/or staff-to-student ratio; and

		iv. Number and list of services contracted out (for example, building services such as cleaning, minor interior maintenance, grounds maintenance). b. Personnel Management i. Employee turnover/longevity rate; ii. Any preference so hiring MCPS graduates and/or student interns; and iii. Background screening procedures for staff in accordance with Maryland law, Board Policy, and MCPS Regulations, including MCPS GCC-RB, <i>Background Screening of MCPS Employees, Candidates for MCPS Employment, Contractors, and Volunteers.</i> c. Leadership and Quality i. Qualifications and responsibilities of the on-site director or program manager; ii. Plan for regular program evaluation and quality assurance; and iii. Written personnel policies provided by the Offeror. d. Security plan, including security staffing plans.
Financial Responsibility and Ability to Meet Lease Obligations	20 points	a. Financial Capacity i. Financial reference addressing the financial stability of the Offeror; ii. Proposed annual operating budget, including revenues and expenses; iii. Itemized start-up costs; and iv. Overall ability to perform lease payment obligations, maintenance terms of the lease, and sustain operations throughout the lease term. b. Completed <u>Attachment E</u> – Statement of Financial Responsibility. c. Completed <u>Attachment F</u> – Certification of Financial Responsibility.

		d. Ability to maintain required insurance coverage pursuant to Section 17 of the Lease Agreement (<u>Attachment D</u>).
Compliance with Proposal Requirements and Lease Terms	10 points	a. Completed required certifications and acknowledgments, including: i. <u>Attachment G</u> –Equal Opportunities Certification; ii. <u>Attachment H</u> – Certification of Non-segregated Facilities; iii. <u>Attachment I</u> regarding minority/female/disabled-owned business status; and iv. <u>Attachment J</u> Non-Debarment Acknowledgment. b. Identification of any proposed variances from or objections to the Lease Agreement template (<u>Attachment D</u>) including justification for such requests. c. Identification of nonprofit or tax-exempt status, and/or certificate of good standing. d. Maryland State Department of Education (MSDE) EXCELS Status, if applicable. e. Submission of a redacted copy of the proposal as required by Sections 10.0 and 19.0.

17.0 SELECTION OF THE OFFEROR(S)

MCPS reserves the right to request clarifications regarding any proposal submitted. Only proposals received by the deadline specified in this RFP will be considered. Proposals should be submitted as complete and responsive as possible, as MCPS may evaluate proposals without requesting additional information or conducting discussions. If clarification or supplementary information is requested, Offerors shall provide the requested information within the timeframe established by MCPS.

Each proposal will be evaluated by the Selection Team using the evaluation criteria set forth in Section 16.0, Evaluation Criteria. Members of the Selection Team will assign points for each evaluation criterion, and the points will be totaled to determine each proposal's overall score.

MCPS reserves the right to conduct interviews, presentations, or request additional information from one or more Offerors as part of the evaluation process. If interviews or presentations are conducted, the Selection Team may consider the information provided as part of the overall evaluation of the proposal.

If only one proposal is received for a particular location, the Selection Team will evaluate the proposal to determine whether it satisfies the requirements of this RFP and whether the Offeror is qualified to perform the lease. MCPS reserves the right to reject any or all proposals in accordance with Board Policy DNA, *Management of Board of Education Property*, and Board Policy ECM, *Joint Occupancy of Montgomery County Public Schools Facilities*.

Based on the evaluation results and the recommendation of the Selection Team, the superintendent of schools shall recommend an Offeror to lease the proposed space for consideration by the Board of Education. Pursuant to Board Policy DNA and Board Policy ECM, community feedback regarding the interim use of the property may be considered as part of the superintendent's recommendation.

All Offerors will receive written notification regarding the outcome of the solicitation. If MCPS and the selected Offeror are unable to successfully negotiate and execute a mutually acceptable lease agreement, MCPS may discontinue negotiations with that Offeror and, at its sole discretion, negotiate with another qualified Offeror or re-advertise the available space.

This solicitation does not commit MCPS to award a lease or reimburse any costs incurred in the preparation or submission of a proposal. MCPS reserves the right to reject any or all proposals when it determines such action is in the best interest of MCPS.

18.0 SCHEDULE OF EVENTS

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

RFP issued:	August 28, 2026
Site Visits:	Grosvenor Center, 5701 Grosvenor Lane, Bethesda, MD 20814 September 14, 2026 from 10:30 to 11:30 am
	Radnor Center, 7000 Radnor Road, Bethesda, MD 20817 September 15, 2026 from 1:00 to 2:00 pm
Questions Due:	September 23, 2026 at 4:00pm
Responses Posted:	October 7, 2026
Proposals Due:	October 26, 2026 at 2:00pm
Anticipated award date:	January 29, 2027

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

19.0 PRE-PROPOSAL CONFERENCE

Not applicable to this RFP.

20.0 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, Comfort Baiyeshea at comfort_o_baiyeshea@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.

21.0 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.

22.0 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 RFP requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Awarded offeror(s) and this contract shall be binding only upon the principal's signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

23.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Comfort Baiyeshea, MCPS Department of Procurement Buyer II, or via email to comfort_o_baiyeshea@mcpsmd.org and procurement@mcpsmd.org. Questions are due at **4:00 p.m. on September 23, 2026**. Responses will be posted on the MCPS Procurement website on **October 7, 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/.

24.0 UNNECESSARILY ELABORATE BROCHURES

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

25.0 RFP PROTESTS

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

26.0 CONTRACT - NA

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.**

27.0 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 _____

28.0 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 _____

II. 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.

III. 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 _____