

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

PROCUREMENT UNIT

December 22, 2020

RFP Number: 4147.4
Pre-bid Conference: January 12, 2021
Due Date: January 22, 2021
Open Time: 2:00 p.m.

To: Prospective Offerors

The Montgomery County Public Schools (MCPS) is seeking proposals from qualified vendors for the electronic punch-out catalog for the procurement of **office supplies** for MCPS schools/offices not stocked in the MCPS warehouse.

A virtual pre-bid conference will be held on Tuesday, January 12, 2021 at 11:00 a.m., via WebEx. Questions regarding the RFP must be submitted by January 6, 2021 at 4pm.

Proposals must be received on or before 2:00 p.m., on Friday, January 22, 2021. Proposals received after this date and time will not be considered. Proposals must be delivered in a sealed envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals must be marked on cover pages of each with "**ORIGINAL**" and "**COPIES**". Proposals are to be delivered to Montgomery County Public Schools, (MCPS) Division of Procurement, 45 W. Gude Dr., Suite 3100, Rockville, Maryland 20850

The provider must submit one (1) original and four (4) copies of their proposal. **The proposal 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 Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Team Leader
Procurement Unit

AMD
Enclosure

Department of Materials Management
MONTGOMERY COUNTY PUBLIC SCHOOLS
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, Maryland 20850

Request for Proposal No. 4147.4
Office Supplies Electronic Catalog

1.0 INTENT

This Request for Proposal (RFP) is for an electronic punch-out catalog for the procurement of **office supplies** for Montgomery County Public Schools (MCPS) staff that are not stocked in the MCPS warehouse. This RFP stipulates that deliveries will be made to MCPS Supply and Property Management, Supply Warehouse, 502 North Stonestreet Avenue, Rockville, Maryland 20850 **and individual locations within Montgomery County**, as indicated on the purchase order(s). The current contract provides deliveries four (4) days per week with at least a ninety-eight percent (98%) fill rate of orders placed against the electronic catalog. The catalog will be the one accepted with the contract and supplied to each school or user for ordering from the Contractor.

MCPS will consider all proposals that are advantageous to MCPS. This may include additional discounts for delivery to one location, electronic invoicing &/or funds transfer incentive, volume incentives, rebate savings, and any other program benefits for MCPS consideration.

Responses shall also include samples of quarterly business reports that have been prepared for other clients, describe automation used to manage inventory and pick orders, instructions for damaged or returned products, distribution facilities that will be used to fulfill the needs of MCPS, any subcontracting that may be required in handling the needs of this contract, any programs that your firm can offer under any subsequent contracts, and detail the personnel that will be assigned to this contract including customer service, sales and accounts receivable persons.

2.0 BACKGROUND

MCPS is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2019–2020 school year, it is projected that MCPS will serve more than 163,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2019 Operating Budget of approximately \$2.59 billion, MCPS employs more than 23,300 employees.

Montgomery County Public Schools (MCPS) is a school district consisting of 208 schools/30 offices. MCPS operates a warehouse which supplies all MCPS schools/facilities. These schools and facilities are located within Montgomery County, Maryland which encompasses 500 square miles.

In November 2020, MCPS began using the **MCPS Business Hub** which is a centralized system that utilizes the power of the Oracle Enterprise Resource Planning Cloud (“Oracle ERP Cloud”) for tracking and managing MCPS financial business functions such as ordering supplies, mileage and travel expenses reimbursement, and paying invoices. Oracle ERP Cloud supports efficient operation of schools and offices

through improved access to information consistent with the MCPS strategic plan. The Oracle ERP Cloud system replaced the Oracle E-Business Suite (EBS).

Ordering of office and school supplies takes place throughout the year. However, during the months of May and June, schools place their orders for the upcoming school year and create approximately 6,500 requisition lines for 800 requisitions. These requisitions are turned into purchase orders and are released in early July immediately after the availability of funds for the Fiscal Year starting on July 1st.

MCPS currently has awarded contracts in place for furniture, audio visual equipment, printer supplies, computers, computer accessories, custodial equipment and supplies. **Upon award the selected vendor will review their catalog and determine which MCPS contract items need to be restricted** in the MCPS Business Hub system with the MCPS contract administrator. Vendors should also indicate in their response if items can be temporarily unrestricted for ordering during the contract term.

3.0 SCOPE OF SERVICES – CURRENT BUSINESS PRACTICE & TECHNICAL INTEGRATION

3.1 Infrastructure Overview

The Office of Technology and Innovation (OTI) supports the systems and technical infrastructure of the school system and ensures that day-to-day operations function optimally. Any solution proposed by a prospective vendor must operate optimally as part of the MCPS infrastructure. Some relevant characteristics of the MCPS infrastructure are as follows:

- Microsoft Azure Active Directory (Azure AD) is used for the Oracle ERP Cloud application authentication.
- Azure AD is used by MCPS Employees to order office products from suppliers' punch-out site.
- Punch-out Suppliers uses Oracle Supplier Network (OSN) to Authenticate for B2B transactions with Oracle (Supplier maintains their own credentials and MCPS configures the connection to supplier punch-out site).
- MCPS has migrated from Oracle eBusiness Suite to Oracle Enterprise Resource Planning Cloud platform as of November 2020.
- MCPS staff will be using Chrome and Firefox to access Oracle ERP Cloud application.
- All schools have a minimum of 150 Mbps download speeds and 20 Mbps upload speeds to the MCPS data center and the internet.
- All schools have desktop workstations with a minimum configuration of a 256 GB solid state drive, 8 GB RAM and an Intel Core i5 4.5 GHz processor. These desktop computers use Windows 10 operating system.

3.2 Punch-out Functionality

The requisitions and external catalog punch-out are used by approximately 2,800 MCPS staff.

With the external catalog punch-out, users are able to select goods on a supplier web site, return the item description, unit of measure, price, quantity, and category identifier to the MCPS

requisition. The requisition may then be saved, sent for approval and create the purchase order in MCPS Procurement Unit.

The external catalog uses cXML in two places. First it uses cXML to request access to the supplier site and when it returns the information it uses cXML to transmit the information back to the requisition form. Second, after approval and purchase order creation, cXML is used to transmit the purchase order and delivery information to the supplier for purchase and delivery the user.

3.3 MCPS Business Hub Integration

The successful awarded vendor is expected to integrate with the Oracle Enterprise Resource Planning (ERP) Oracle Supplier Network (OSN) for both punch-out and invoicing. MCPS expects the awarded vendor to perform the integration in approximately 6-8 weeks. During this period, the vendor shall provide technical and functional resources, remotely and onsite, to successfully perform the punch-out integration.

MCPS will make a test system available for the vendor's team to work with MCPS staff on the integration of punch-out. For the duration of this contract/awarded RFP, the vendor must assist in testing the punch-out functionality due to mandated technology changes (e.g.; security, patches and frequent upgrades). MCPS shall not be responsible nor be liable for any vendor costs incurred in the implementation of the Integration. The successful vendor can only invoice MCPS for costs associated from the delivery of products ordered from the electronic punch-out catalog for the procurement of **office supplies**.

4.0 CONTRACT TERM

The initial term of contract shall be for one (1) year, subject to the provisions of the MCPS General Contract Articles; however, the contract may not begin until one day after approval by the Board and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to four additional terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Respondent(s) 90 days prior to the expiration of the original contract. The Respondent(s) 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 Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued.

5.0 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.

6.0 REFERENCES

All Offerors shall include a list of a minimum of five references who use the Respondent’s services who can attest to their 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, e-mail address and phone number of all references. Also, as an attachment, Respondents shall include a list of all current school district clients. Bidders are required to provide four (4) references where they have implemented at least two (2) electronic catalogs/punch-out with Oracle Cloud. See Attachment II.

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

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____ E-mail _____		
2. _____ E-mail _____		
3. _____ E-mail _____		
4. _____ E-mail _____		

7.0 FORMAT OF RESPONSE

Response to this RFP shall be submitted 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. Vendors may e-mail Angela McIntosh-Davis at angela_s_mcintosh-davis@mcpsmd.org to receive a copy of the Word document to help them prepare their responses.

7.1 Respondents 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 Respondent’s point-by-point response to this RFP. If the Respondent responds only

“Understand and comply,” it is assumed that the Respondent complies with MCPS’ understanding of the requirement.

- 7.2 A pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.
- 7.3 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.

8.0 MANDATORY SUBMISSIONS

Each Offeror must submit a complete proposal including all required information and attachments.

One (1) original and four (4) copies, as well as one (1) electronic version on flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on flash drive of the redacted response must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on January 15, 2021. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
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 also may 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.

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

8.1 Complete Response must include:

- Point-by-point Response to each section of the RFP, including but not limited to each subsection and bulleted list in Section 3.0.
- Pricing Proposal (use Microsoft Excel). Provide a completed pricing sheet for the top 300 items provided in Bid Sheet 1 and provide a completed Bid Sheet 2 which outlines the available discount per category should the annual volume grow past an estimated \$1,000,000.00.
- References, See 6.0 References
- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding Respondent's financial condition).
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause
- Current Form W-9
- A list of any **allowable variances** from, or objections to, this RFP or the terms and conditions of the MCPS General Contract Articles, as well as a justification for any such variances or objections (a list of non-negotiable terms and conditions are provided in Section 20.0 of this RFP).
- A redacted copy of the Respondent's proposal as specified in Sections 9.0 and 10.0.

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this RFP may contain technical data which the Offerer 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 ("MPIA"), 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 10.0.

10.0 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 MPIA, 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.

11.0 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 12.0, 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 Offeror(s) 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, Respondents shall be prepared to provide a products and services demonstration, providing an overview of the proposed products and services at no cost to MCPS. As appropriate, the Respondent shall be responsible for the installation of the proposed products and services and any third-party software at the MCPS designated demonstration facility before the demonstration, as necessary. If requested by MCPS, the top qualified Offeror(s) shall provide MCPS with an opportunity to access and review the Respondent’s Digital Courses 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.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further.

The determination of those that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:

- 11.1 Completeness of response.
- 11.2 Ability to perform and meet MCPS' needs (based on the criteria set forth in this RFP, including but not limited to Section 3.0, Scope of Services).
- 11.3 Qualifications, reputation, and experience of the Respondent relevant to the Scope of Services including specific experience in providing products and services to school districts of similar size, including the bidder's knowledge of best practices, educational research, and ability to respond to findings of the external curriculum review.
- 11.3 Qualifications, reputation, and experience of key staff that will be responsible for this contract.
- 11.4 Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the bidder as well as other relevant past performance information obtained from other sources known to MCPS.
- 11.5 Pricing proposal.

A selection committee comprised of MCPS staff and potentially outside stakeholders will evaluate proposals based on these criteria.

12.0 SCHEDULE OF EVENTS

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

RFP issued:	December 22, 2020
Questions Due:	January 6, 2021 at 4:00pm
Pre-Proposal Conference:	January 12, 2021 at 11:00am
Proposals Due:	January 22, 2021

Anticipated award date: February, 2021

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

13.0 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference for prospective Offerors will be held on January 12, 2021 **via WebEx at 11:00am**. Attendance at this conference is encouraged, but is not mandatory. **Questions to this RFP are due by 4:00 p.m. on January 6, 2021 so that responses can be prepared for posting prior to the pre-proposal conference.** The purpose of the pre-proposal conference will be to allow prospective firms the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

Respondents shall provide the names of the persons who will participate in the conference call. Send the names to TinaMarie Booth, Buyer II, via e-mail at [TinaMarie M Booth@mcpsmd.org](mailto:TinaMarie.M.Booth@mcpsmd.org) no later than January 7, 2021

The following information is provided for Respondents who wish to participate:

Meeting link:

<https://mcps.webex.com/mcps/j.php?MTID=mb8bb2a539ad5ee009bcc0f23f127cbe6>

Meeting number:

178 476 0090

Password:

vPWwjuvRZ887

Join by phone

1-650-479-3208 Call-in toll number (US/Canada)

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 "Open Solicitations" <http://procurement.montgomeryschoolsmd.org/home/Bids> or contact the Procurement Unit at 301-279-3555 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 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.

16.0 MULTIAGENCY 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, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit 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 also will provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Offeror(s) and this contract shall be binding only upon the appropriate approved signature of 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 nonpublic 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 Mrs. Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or e-mail to [Angela S McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org). Questions are due 4:00 p.m. on January 6, 2021. Responses will be posted on the MCPS Procurement website on January 11, 2021. 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 Offerors 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. In addition, MCPS expects all Offerors to review and assure compliance throughout the RFP process with Board Policy BBB, *Ethics*, and MCPS Regulation GCA-RA, *Employee Conflict of Interest*.

The MCPS Procurement website address is 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 Procurement Unit 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. 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, 16-19, 21-24, 26, 28, and 29 of the MCPS General Contract Articles are non-negotiable.**

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

21.0 PROVISION FOR PRICE ADJUSTMENT

Items covered under the terms of this contract will be sold to MCPS by the Contractor at the prices stated in the applicable electronic catalog. Prices will be net delivered to MCPS locations. All prices quoted in the Contractor's catalog will be firm for one (1) calendar year after contract award. If the contract is extended, price adjustments thereafter, will be reviewed through the annual catalog issue process. The Contractor will provide a listing of items whose prices will increase or decrease, based on net invoice cost from Contractor's source of supply, at least thirty (30) days prior to the effective date of the change to the director of the Division of Procurement for review and approval. Price adjustments shall not increase more than three (3) percent annually. The director of the Division of Procurement or his designated representative may audit the records of the Contractor as necessary to determine that prices charged are in accordance with the terms stated above, and that quantities and pricing stated in the invoices are correct.

All invoices shall match the online electronic catalog pricing exactly.

21.0 CONTACT FOR ADMINISTRATION

In the event a contract is executed with your company as a result of this solicitation, indicate the person(s) we may contact for prompt contract administration. The successful vendor shall provide

name and phone number of the programmer and project manager who will implement the electronic catalog/punch-out with the MCPS.

23.0 WARRANTY

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

24.0 ORDER FULFILLMENT

Contractor agrees to stock an adequate supply of items listed in the supply catalogs to attain at least a ninety-eight percent (98%) total order fill rate within three (3) business days ARO. Back orders of less than five dollars (\$5.00) on total order will be canceled. The Vendor shall notify the school and the Procurement Unit as to what item is to be canceled. Fill rate will be reviewed on a quarterly basis. The Contractor agrees to notify MCPS when they are out of stock on any item due to circumstances beyond their control. MCPS shall use other sources to secure stock when not available from the contract vendor.

There shall be no substitution of items ordered unless authorized by the MCPS Procurement Unit.

25.0 INVOICE/REPORTS

25.1 Contractor shall provide MCPS with the following reports:

- Quarterly report by agency including a) item ordered, b) quantity ordered, c) unit cost, d) total, e) year to date totals, and f) fill rate.
- Report by product number sequence including a) number of times ordered, b) quantity ordered, c) cost per month, and d) year to date.
- List and additional reports advantageous to MCPS that your company may offer.

All costs for these reports will be borne by the Contractor.

25.2 MCPS expects invoices to be transmitted visa the Oracle Supplier Network (OSN). Transmitted data must have all required and valid OSN fields.

27.0 BID WORK SHEETS to be submitted with RFP response

- **Bid Work Sheet 1**
 - These shall be submitted with the vendors RFP response on a flash drive in Excel format.
 - Items to be priced for evaluation include the top 300 usage items purchased for calendar year 2019.
 - **If bidding other than specified the vendor shall submit a sample for evaluation.** MCPS reserves the sole right to determine when an equivalent shall be accepted, and when

accepted, whether or not the substitute represents a true equal against the described bona-fide requirement.

- **Bid Work Sheet 2**, Projected Growth
- Estimated total annual sales for this contract is approximately \$1,000,000.

28.0 NOTICE TO OFFERORS

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

SEE NEXT PAGE

I. OFFEROR 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. OFFEROR'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. E-mail Address _____
8. Website _____

III. OFFEROR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded Offeror'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 _____