

November 21, 2019

301-279-3555

RFP Number: 4897.1
Due Date: December 19, 2019
Open Time: 2:00 p.m.

To: Prospective Respondents:

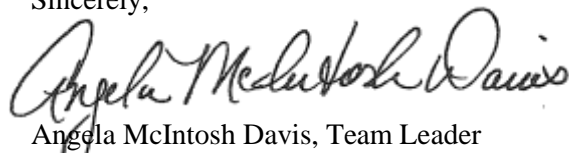
The purpose of this Request for Proposals (RFP) is to solicit proposals from Oracle support firms (hereafter referred to as "Offeror") with proven experience in outsourcing infrastructure and providing support services for Oracle EBS 11.0 or above. The Offeror will provide managed services to support the District's on-premise legacy Oracle application, which is being replaced by Oracle Cloud. The District intends to maintain the software and technology infrastructure but desires an outside firm to maintain the application. The services being requested in this RFP are to maintain a minimum footprint of Oracle EBS at MCPS facilities for data retrieval purposes. MCPS will evaluate the proposals submitted on the basis of: (1) the firm's experience with Oracle EBS support; (2) support methodology; (3) references; and (4) cost.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on December 19, 2019. Submissions received after this date and time will not be considered. Submittals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Submissions shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one (1) original, one (1) redacted copy, one (1) electronic version on CD or flash drive and three (7) separate copies of the proposal. 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, 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

Oracle E-Business Suite Managed Support Services
Request for Proposal No. 4897.1

1. INTENT

Montgomery County Public Schools (hereinafter referred to as “MCPS” or “District”) requests proposals from Oracle support firms (hereafter referred to as “Offeror”) with proven experience in outsourcing infrastructure and providing support services for Oracle EBS 11.0 or above. The Offeror will provide managed services to support the District’s on-premise legacy Oracle application, which is being replaced by Oracle Cloud. The District intends to maintain the software and technology infrastructure but desires an outside firm to maintain the application. The services being requested in this RFP are to maintain a minimum footprint of Oracle EBS at MCPS facilities for data retrieval purposes. MCPS will evaluate the proposals submitted on the basis of: (1) the firm’s experience with Oracle EBS support; (2) support methodology; (3) references; and (4) cost.

2. OVERVIEW

a. About the Project

The District is currently in the process of upgrading its Oracle EBS application to Oracle Cloud. The Oracle Cloud application is expected to be in production in April 2020 and support for Oracle EBS is set to expire on June 30, 2020. MCPS made the business decision to convert a limited amount of data to Oracle Cloud and retain the legacy data on Oracle EBS for archival purposes. The intent is to have read-only access to the data during the next eight years. The District also recognizes that some services related to Oracle EBS may be required to support this effort or other enterprise projects in process. Work orders for these services will be issued for these additional services.

b. About MCPS

MCPS is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2017–2018 school year, MCPS serve more than 161,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2018 Operating Budget of approximately \$2.52 billion, MCPS employs more than 23,000 employees. Among the 205 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 2017 are as follows:

White:	28.3%
Hispanic/Latino:	32.3%
Black or African American:	21.4%
Asian:	14.4%
Two or more races:	≤ 5.0%
American Indian or Alaskan Native:	≤5.0%
Native Hawaiian or other Pacific Islander:	≤5.0%
Students receiving Free and Reduced-price Meals System (FARMS):	35.1%
Students ever receiving FARMS:	35.1%
English for Speakers of Other Languages (ESOL):	17.5%
Students receiving special education services:	11.7%

3. SCOPE OF SERVICES

An overview of the scope to be provided by Offerors is provided in this section. In the course of providing the services, the Offeror will produce a number of Deliverables. The Deliverables associated with each service are also described in this section.

a. Functional Scope

The table below lists the Oracle software modules and other third-party applications currently owned by MCPS. Once Oracle Cloud production is operational, access to Oracle EBS will only be available to a minimum number of end-users for query purposes.

Technical/System Environment	Release/Level	Plan
Oracle eBusiness Suite	r11.5.10.2	Query
Oracle Database Enterprise Edition	11g	Query/Data Extract
Internet Application Server Enterprise Edition	r11.5.10.2	Retire
Internet Developer Suite	r11.5.10.2	Retire
Oracle Discoverer Reporting	r11.5.10.2	Query
Discoverer Desktop Edition	r11.5.10.2	Query
E-Business Suite 2003 Professional User	r11.5.10.2	Query
Oracle Balanced Scorecard	r11.5.10.2	Retire
Oracle Enterprise Planning and Budgeting	r11.5.10.2	Query/Data Extract
Oracle iStore	r11.5.10.2	Retire
Warehouse Management	r11.5.10.2	Query
Sourcing	r11.5.10.2	Retire
Oracle iSupplier Portal	r11.5.10.2	Retire
Services Procurement	r11.5.10.2	Query
Oracle iProcurement	r11.5.10.2	Query

Technical/System Environment	Release/Level	Plan
Oracle iReceivables	r11.5.10.2	Query
Oracle iExpense	r11.5.10.2	Query
Unix Operating System	AIX 6.1	Maintain

b. Service Level Agreement Scope

The following minimum service levels are goals for this project:

i. Availability

Tier	Availability
Production	98.0% Uptime
Test	95.0% Uptime

ii. Service Level Agreements – Incident Management

Incident	Time to Respond	Time to Resolve
Severity Level 1 (Critical)	1 Hour	90% within 24 hours 10% within 48 hours
Severity Level 2	4 Hours	90% within 2 Business Days 10% within 4 Business Days
Severity Level 3	2 Business Days	90% Within 5 Business Days 10% Within 10 Business Days

c. Services Scope

i. Project Management

1. Tasks:

- Manage, coordinate, and assist in the creation and management of contract Work Orders
- Create, track, and manage the Contractor Deliverables
- Review and provide feedback on project Deliverables
- Allocate, coordinate and manage the Contractor staff
- Communicate with the District's Project personnel and third-party consultants
- Facilitate issue resolution
- Participate in monthly status meetings via conference call
- Develop Monthly Status Report

2. Deliverables:

- Monthly Project Status Report

3. Contract Type:

- Fixed Fee
- Milestone payments based on submittal of monthly status reports
- Offerors should assume that preparation of project work orders is part of this task
- An Annual Project Administration Work Order will be issued for this service

ii. Support Services

1. Tasks:

- Database Administration (Application/Logical and Physical)
- Troubleshoot and resolve issues
- Review trouble tickets and provide solutions
- Work with District staff to resolve issues and provide solution

2. Deliverables:

- Monthly Status Report
- Hours by resource and by trouble ticket number

3. Contract Type:

- Fixed Price
- Annual number of support hours not to exceed 500 hours per year unless more are released by additional work orders
- Contract allows monthly or annual rollover of unused hours
- An Annual Support Services Work Order will be issued for this service

iii. Special Projects

This set of services address specific projects with specific scopes. Projects may include, but not limited to:

- Data conversion assistance.
- Interface development.
- Data warehouse planning and implementation.
- Replacement of hardware.
- Other, As Needed

1. Deliverables:

- To be determined during the development of each work order

2. Contract Type:

- Fixed Fee or Time and Materials
- Offerors should provide rate schedule
- Work will not commence until issuance of each Work Order

4. CONTRACT TERM

The initial term of contract shall be for three years as stipulated on the RFP. However, the contract may not begin until one day after approval by the Montgomery County 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 terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Work orders that are issued as part of this scope will coincide with the contract terms.

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. CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with (Appendix A) Article 12, MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a specific offer or for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13.

6. FORMAT OF RESPONSE

a. Proposal Preparation

This section describes the required contents of Offerors' proposals and provides an outline of how Offerors should organize the proposals. It is requested that proposals be organized in the manner specified below. Failure to provide the required information shall affect the evaluation of the proposal and may be grounds for disqualification. Where Offerors are required to submit electronic documents using the attachments contained herein, the documents should be returned in the same file format (e.g. Microsoft Word file or Microsoft Excel file).

b. Table of Contents

Include a table of contents for clear identification of the material by tab number listed below:

Proposal Section	Title
	Introductory Material

	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Compliance
2.0	Executive Summary
3.0	Company Background
4.0	Support Tasks and Activities
5.0	Exceptions to the RFP
6.0	Sample Documents
7.0	Price Proposal

c. Detailed Submittal Requirements

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

i. Introductory Material

- The Title Page should show the RFP number (RFP 4897.1), subject, and name of the Offeror, address, telephone number, and date.
- The Letter of Transmittal should include the names of the persons who shall be authorized to make representations for the Offeror, their titles, addresses, telephone numbers, and email addresses. The letter should identify the primary engagement contact for the software firm and the contact for the implementation services firms. Contact information should include a valid e-mail address and telephone number.
- The Table of Contents should list all required proposal sections with page number references.

ii. Proposal Section 1.0 - Compliance Requirements

Offerors must meet minimum criteria as specified to receive further consideration. Submittals shall include the following:

- Signature Page/Proposal Acknowledgement Form

Complete the form as provided, sign and include with your submittal. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Proposal Acknowledgment Form is the only acceptable form.

- Acknowledgement of Errata/Addenda

Since all addenda become a part of the proposal, all addenda must be signed by an authorized representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addenda acknowledgements shall be grounds for rejection of the Proposal.

iii. Proposal Section 2.0 – Executive Summary

This part of the response to the RFP should be limited to a brief narrative summarizing the Offeror's proposal and understanding of the scope. The summary should include a listing of any firms or products that are part of the proposed solution to the District. If additional software is recommended for the project, it should be described here along with the reason for being proposed.

For each firm listed, the proposal should include the following information:

- Role of the firm in the project
- Contact information for representative of the firm
- Complete Attachment F – Scope of Proposal

iv. Proposal Section 3.0 – Company Background

Each proposal must provide information about any firm involved with this proposal including any third party vendors so that the District can evaluate the Offeror's stability and ability to support the commitments set forth in response to the RFP. The District, at its discretion, may require an Offeror to provide additional supporting documentation or clarify requested information.

- Complete Attachment G - Company Background Form for each firm included in your proposal.
- Complete Attachment H – Reference Form
- Submit a copy of Offeror's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. If the Offeror's company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, it may submit an internally generated balance sheet and income statement instead.

v. Proposal Section 4.0 - Support Tasks and Activities

Explain the proposed plan for providing the District's requested services. This information must include:

- Description of support tasks and activities
- Description of key deliverables. Complete Attachment I - Deliverable Expectation Document (DED) for each of the required deliverables described in Section 3 - Scope of Services. The format for the DED submittal is found in Attachment I (Deliverable Expectation Document).

vi. Proposal Section 5.0 - Exceptions to the RFP

Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The District, at its sole discretion, may reject any exceptions or specifications within the proposal.

vii. Proposal Section 6.0 - Sample Documents

Proposers should include sample copies of the following documents:

- Sample Master Services Agreement
- Sample Hosting Agreement

viii. Proposal Section 7.0 - Price Proposal

Proposers shall use the format presented in Attachment J (Price Proposal). Supporting materials may be added to these sheets; however, the spreadsheet must be completed.

Please assume the following when preparing your price proposal:

- 125 MCPS users will be accessing the system for query purposes only after July 10, 2020
- Support for Oracle EBS expires June 30, 2020.
- MCPS is requesting fixed hourly rates for three years. The District will consider four additional extensions for one (1) year each. Preferences will be given to Offerors that propose fixed rates within the seven-year term.

7. MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. One (1) original and 3 copies as well as one (1) electronic version on CD or flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. EST on December 19, 2019. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, MD 20850

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.

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.

Submissions will become the property of MCPS. 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:

- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor also may include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.).
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
- Current Form W-9

8. 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 9, Proprietary and Confidential Information.

9. 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.

10. 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 11, 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.

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:

- Experience providing Oracle EBS support;

- Support Methodology;
- References; and
- Cost.

A selection committee comprised of MCPS staff will evaluate proposals based on these criteria.

11. SCHEDULE OF EVENTS

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

RFP Issued:	November 21, 2019
Questions Due:	November 27, 2019 4:00 p.m. EST
Answers Posted:	December 6, 2019
Proposals Due:	December 19, 2019 2:00 p.m. EST
Anticipated Award Date:	Spring 2020

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

12. 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" <http://procurement.montgomeryschoolsmd.org/home/Bids> 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.

13. eMARYLAND MARKETPLACE (EMMA)

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace advantage 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.

14. 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, 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 will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award 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 nonpublic entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

15. 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 email to Angela_S_McIntosh-Davis@mcpsmd.org. Questions are due 4:00 p.m. EST on November 27, 2019. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on December 3, 2019. 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. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

16. 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.

17. 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.

18. 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 (Appendix A), 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 (Appendix A). 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 (Appendix A). Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5-6, 12-18, 21-22, and 26 of the MCPS General Contract Articles (Appendix A) are non-negotiable.**

19. ATTACHMENTS

Submittal Checklist		
Attachment	Item	Submitted
Error! Reference source not found.	Signature Page/Proposal Acknowledgement Form	
	Acknowledgement of Errata/Addenda	
Attachment A	Equal Opportunities Certification	
Attachment B	Certification of Non-Segregated Facilities	
Attachment C	Minority Business Enterprise	
Attachment D	Non-Debarment Acknowledgement	
Attachment E	Mid-Atlantic Purchasing Team Rider Clause	
Attachment F	Scope of Proposal	
Attachment G	Company Background Form	
Attachment H	Reference Form	
Attachment I	Deliverable Expectation Documents (DED)	
Attachment J	Price Proposal	
	Copy of W-9	
	Sample Documents	

Signature Page

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____ Date: _____

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

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

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

1. Company Name _____

2. Address _____

3. Bid Representative's Name _____

4. Phone Number/Extension _____

5. Fax Number _____

6. Toll Free Number _____

7. Email Address _____

8. Website _____

Acknowledgement of Errata/Addenda

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. MCPS is not responsible for any conclusions or interpretations made by the proposer on the basis of the information made available by the MCPS.

The following addendums have been acknowledged and are included in our response. Proposals that do not acknowledge addendums may be rejected.

Addendum#	Initials

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT

DATE

Attachment A

Equal Opportunities Certification

Attachment A

Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

Yes No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

Yes No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

Yes No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

Yes No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

_____ (1)* (2)** (3)***
 (Subcontractor's Name)

_____ () Yes () Yes () Yes
 (Street)

_____ () No () No () No
 (City) (State)

_____ (1)* (2)** (3)***
 (Subcontractor's Name)

_____ () Yes () Yes () Yes
 (Street)

_____ () No () No () No
 (City) (State)

*(1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.
 **(2) Previously filed certificate of nonsegregated facilities.
 ***(3) Previously filed annual (EEO-1, EEO-4, or EEO-6) compliance report.

Attachment B

Certification of Non-Segregated Facilities

Attachment B

Certification of Nonsegregated Facilities

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

Notice to Prospective Subcontractors of

Requirement for Certifications of

Nonsegregated Facilities

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

NOTE: Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render its offer nonresponsive.

Initial: _____

Date: _____

Attachment C

Minority Business Enterprise

Attachment C

Minority Business Enterprise

The Offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- | | | | |
|---|---|-----------------------------------|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Female | <input type="checkbox"/> Disabled | <input type="checkbox"/> None | |

Attachment D

Non-Debarment Acknowledgement

Attachment D

NON-DEBARMENT ACKNOWLEDGEMENT

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

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

_____ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows

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

By (Signature) _____

Name and Title _____

Witness Name and Title _____

Attachment E

Mid-Atlantic Purchasing Team Rider Clause

Mid-Atlantic Purchasing Team Rider Clause

RFP #4897.1

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Authorization To Extend Contract: **Bid #**

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel Schools			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince George's Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

Attachment F

Scope of Proposal

Identify the scope of the proposal.



Implementation Services:

- Proposed
- Not Proposed

Primary Implementation Firm _____

Technology Services:

- Hosting Services Proposed
- Not Proposed

Hosting Provider: _____

Third Party Products/Services

- Third Party Products/Services Proposed
- No Third Party Products/Services Proposed

<i>Firm</i> _____	<i>Purpose</i> _____
<i>Firm</i> _____	<i>Purpose</i> _____
<i>Firm</i> _____	<i>Purpose</i> _____
<i>Firm</i> _____	<i>Purpose</i> _____
<i>Firm</i> _____	<i>Purpose</i> _____
<i>Firm</i> _____	<i>Purpose</i> _____

Name of Individual / Firm Submitting Proposal: _____

Signature of Proposer: _____

Attachment G

Company Background Form

Company Background	
Company Name:	
Location of corporate headquarters:	
Proposer Experience	
# of years in business:	
# of years providing proposed services	
Customer Base:	
# of clients using proposed services	
Last five most recent contracts	
If not Primary Proposer	
# of past projects partnering with primary proposer	
Official Partnership status/certification (if applicable)	
About the Company	
Number of Total Employees:	
Number of Employees Providing Implementation Services (if applicable)	
Number of Employees Providing Support Services (Maintenance and Support) (if applicable)	

Attachment H

Reference Form

Please provide at least three (3) references for past projects that include products and services similar to those proposed for this RFP. Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____

Summary of Project: _____

Number of Employees: _____ Size of Operating Budget: _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

Hosting

Support

Other (Please describe below)

If Other:

Attachment I

Deliverable Expectation Document (DED)

DED Number:	Deliverable Name:	Phase:
Description/Objective:		
Scope:		
Format:		
Outline:		
Assumptions:		
Other Comments:		