

## 5. SECTION B - SCOPE OF SERVICES:

### 5.1. Background

Montgomery County, Maryland (hereafter, the "County") invites proposals from potential service providers (hereafter, "Offerors" or "Contractors") who provide Information Technology (IT) commodities including products and associated Original Equipment Manufacturer (OEM) provided installation, training and maintenance plans and services.

The contract(s) resulting from this RFP will replace the current contract series, which had purchases estimated at approximately \$10 Million per year over the contract series. The County will be purchasing a wide variety of commodities including hardware, software, software licenses, software maintenance, training, extended warranties, and installation services. The County currently purchases business class and the County standard configuration PCs, laptops, tablets and servers that connect to the County's Domain (Network) through an existing asset management contract which is not in the scope of this solicitation. However, non-standard hardware for special projects and individual Department usage may be purchased through this contract series. Examples of items that may be purchased include, but are not limited to, special tablets or laptops, ruggedized laptops, Chromebooks, commercial or non-business class systems, etc.

A sample of the types of IT commodities purchased under the contracts resulting from this solicitation (the "Contract") includes but is not limited to:

- Commercial Off the Shelf (COTS) Software products and subscriptions, installation, training and maintenance.
- Specialized IT Hardware such as: specialized tablets, laptops, ruggedized laptops, Chromebooks, personal computers, commercial or non-business class systems, servers, monitors, printers, plotters, scanners, hard drives and arrays, network equipment, telecommunications equipment, cable TV equipment, computer memory & replacement parts, audio visual equipment, extended warranty services, etc.
- Services associated with the IT Commodities purchased to include installation, training, and maintenance plans and services offered at a fixed fee priced by the OEM or software developer.
- Cloud services may be purchased under this Contract after review and approval by the Office of the County Attorney and the Department of Technology and Enterprise Business Solutions (TEBS).

The following types of products cannot be purchased under the Contract:

- Office Supplies including products such as toner, USB encrypted drives, CDs, etc.
- Copiers
- Cellular telephones and/or service
- Cabling Services
- Business Class and the County standard configuration Personal Computers, Tablets, Workstations, and Laptops which are purchased through a separate asset management contract.

### 5.2. Intent

It is the County's intent to award up to ten (10) contracts to provide the scope of work detailed in this RFP. The vendor(s) awarded a contract as a result of this RFP ( hereinafter referred to as

'Contractor(s)') will respond to Requests for Quotation (RFQ) from the County throughout the contract term.

Orders for each County requirement will be awarded to the Contractor providing the goods and services under the following combined conditions:

- Timely, complete and accurate quotes.
- Meets the County's requirements specified in the RFQ.
- Lowest competitive price (inclusive of any additional fees for items such as freight, special handling or overnight shipping).
- Delivery Time, if specified by the County.

The County will issue a standard Request for Quotation (RFQ) form to all Contractors awarded contracts as a result of this RFP. Contractors will submit their RFQ responses back to the requestor for evaluation by the close of business the following day, or as otherwise specified in the RFQ. RFQs will be evaluated for award based on the criteria noted above.

During the term of the contract, the County may implement an IT Commodities Quotation System which will notify all Contractors of the opportunity to bid on an RFQ and which will require the Contractor to submit their quotation via the IT Commodities Quotation System. If such a system is developed and implemented by the County, all Contractors will be required to utilize it in order to receive notification of RFQs and to respond to RFQs.

The County has the option to request prices for multiple items in a single RFQ and award orders for multiple items.

The County may extend, modify, re-issue, or cancel a RFQ at any time.

Orders may be executed via a Purchase Order issued by the County's Office of Procurement for orders totaling over \$10,000 or via Direct Purchase Order (DPO) or P-Card (credit card) for orders totaling \$10,000 or less.

The County is not required to make purchases under the contracts resulting from this RFP and reserves the right to make purchases from other sources in accordance with the Montgomery County Procurement Regulations when it is in the County's best interest to do so.

THE COUNTY MAY SEEK CLARIFICATION OF THE TECHNICAL ASPECTS OF THE PRODUCT(S) TO BE QUOTED WITH ONE OR MORE OF THE CONTRACTORS OR MANUFACTURER OF THE PRODUCT(S) PRIOR TO ISSUING A REQUEST FOR QUOTATION AND MAY SEEK CLARIFICATION TO QUOTATIONS RECEIVED IN RESPONSE TO A REQUEST FOR QUOTATION.

### 5.3. Scope of Services/Specifications/Work Statement

#### 5.3.1. Minimum Requirements

- 5.3.1.1 Contractor must provide a single point of contact for the County to contact for all issues including the contract, insurance, sales, technical support, delivery, warranty, or billing. Contractor must have e-mail and voicemail and must return all calls and respond to all e-mails within one (1) business day.
- 5.3.1.2 After the County issues a new RFQ, Contractor must provide quotations, including an intention not to bid, within one (1) business day of the RFQ, or within the timeframes specified in the RFQ. If no bid is received by the deadline, a no-bid will be

automatically assumed and recorded for that RFQ for all Contractors not submitting a bid for that RFQ.

- 5.3.1.3 Contractor's quotations must include only the items requested on the RFQ. If additional line items, not included in the RFQ, are added by the Contractor, those items must be added at no charge. Contractor's quotations must also include all shipping and delivery charges, FOB destination, inside delivery, as part of the item pricing, no separate line item for shipping and delivery charges should be provided. In special circumstances, the Contractor may charge for freight, special handling, or overnight delivery if specified in the Request for Quote by the County for the item ordered.
- 5.3.1.4 Contractor's quotations must be valid for a minimum of thirty (30) days from the date of the quotation.
- 5.3.1.5 Contractor must make delivery of orders within ten (10) business days following receipt of a Purchase Order, Direct Purchase Order, or P-Card purchase, unless otherwise agreed to by the County.
- 5.3.1.6 Contractor must provide full shipment of all orders unless the County provides prior written approval for partial shipments.
- 5.3.1.7 Contractor must make all deliveries to the "Ship To" or delivery address indicated on the Purchase Order, Direct Purchase Order, or as specified by the County when issuing a P-Card purchase. Deliveries must be inside only at no additional cost to the County. Deliveries must occur between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays, unless other delivery arrangements are requested by the County at the time the order is placed.
- 5.3.1.8 Contractor must provide assistance for all hardware service calls for a thirty (30) day period following delivery of the equipment. The intent of this service is to assist with installation, after County efforts have failed, or to determine if equipment should be exchanged because it is not working. At the County's discretion, the Contractor must either exchange or provide a refund for non-functional equipment within a timely manner, not to exceed thirty (30) days from the date of the County's request for refund or exchange.
- 5.3.1.9 Contractor must provide a thirty (30) day return period, with or without cause. There must not be any penalty or restocking charge to the County for the return of goods, provided the goods have not been used and are in their original condition. If the return is for reason of defect or Contractor error, the return shipping cost will be the responsibility of the Contractor. If the return is for County error or change in need, the return shipping cost will be the responsibility of the County.
- 5.3.1.10 Contractor must assign/transfer all ownership and warranties for all hardware and software to the County immediately upon delivery. The County may require proof of assignment/transfer before making payment.
- 5.3.1.11 Contractor must provide proper packing slips for shipments including the following information: Purchase Order Number, Item Model Number, Serial Number, Model Name, Item Description, Quantity included in shipment and quantity on backorder (if applicable, and if partial shipment was approved by the County).
- 5.3.1.12 Contractor must provide, upon request, proof of shipment including date delivered, shipper name, tracking number, delivery address, name and signature of person receiving the shipment.
- 5.3.1.13 Contractor invoices must include the following information: Contract Number, Department Name, Name of Person Placing the Order, Department Address, Purchase Order Number, Quantity of each item purchased, names of items purchased (including model number), unit price and extended price.
- 5.3.1.14 Contractor must bill and ship according to the specifications of the Purchase Order. The County has approximately 60 entities who will be requesting quotes and receiving orders under the resulting contracts. Each entity must be represented in the

Contractor's databases as separate entities, for all purposes including accounting and billing.

- 5.3.1.15 Contractor must accept the County's P-Cards (credit cards) for orders totaling \$10,000 or less. There must not be any separate line-item charges for "swipe fees" or credit card processing fees.
- 5.3.1.16 Contractor must provide a report summarizing all purchases made annually. The report must detail the number of orders placed and the dollar amount by each ordering entity. This report is due as specified in Item 5.7.1, below.
- 5.3.1.17 The County is tax exempt. It must not be charged taxes on any purchase. The County's Federal Tax Identification Number and State of Maryland Tax Identification number will be provided at Contract execution.

#### 5.4. Contractor Requirements/Qualifications

In order for the County to evaluate the Offeror's qualifications, Offerors must respond to the questions below. Offerors must number the responses according to the question numbers, below. Offerors may use published material to supplement, but not replace responses, if applicable (See Proposal Submissions, Section E, Item 8.1.1.9 through 11).

- 5.4.1 List the manufacturers and groups of products for each manufacturer that the Offeror is authorized to sell.
- 5.4.2 List the current contracts and agreements the Offeror has in place to provide IT products and provide a dollar volume for the last full year for each.
- 5.4.3 Describe the Offeror's proposed processes for responding to County requirements for:
  - a. Sales Support
  - b. Delivery
  - c. Warranty Assignments
  - d. Billing
  - e. Item Return
- 5.4.4. Describe what channels, contracts or buying agreements, including pricing level, the Offeror is authorized to and will make available under the resulting contracts for the following:
  - a. Oracle Software Maintenance
  - b. Siebel Software and Maintenance
  - c. Google Apps for Government
  - d. Panasonic Toughbooks with extended warranty
  - e. Microsoft Products and Maintenance
  - f. Apple Products (not cellular)
  - g. Adobe Software
  - h. IBM Software and Maintenance
  - i. Citrix Software and Maintenance
  - j. Salesforce Software and Licenses
  - k. VMware Software and Maintenance
  - l. Twilio Software
  - m. Monday.com Software
  - n. Grammarly Software
  - o. Plume WiFi access points
  - p. Power Cords including C14-C15, 14 awg 15 amp, 5ft and 10 ft and C13-C14, 14 awg, 15 amp, 5ft and 10ft
  - q. UPS including APC SMX1500RM2UCNC, APC SRTSKRMXLT-5KTF
  - r. SFP/optics – including

fs.com Cisco SFP-10G-BX20U Compatible 10GBASE-BX20-U BiDi SFP+ 1270nm-TX/1330nm-RX 20km DOM Simplex LC SMF Transceiver Module  
fs.com Cisco SFP-10G-BX20D Compatible 10GBASE-BX20-D BiDi SFP+ 133-nm-TX/1270nm-RX 20km DOM Simplex LC SMF Transceiver Module.

- s. Cisco SFP-25G-SR-S Comp fs.com - 10 m (33ft) LC UPC to LC UPC Duplex OM4 Multimode PVC (OFNR) 2.0 mm Fiber Optic Patch Fiber & Copper Patch Cables – 1 ft (0.3m) Cat6 Snagless Unshielded (UTP) PVC CM Slim Ethernet Network Patch Cable (Blue and Green)
- t. FS.com – 1 m (3ft) LC UPC to LC UPC Duplex OS2 Single Mode PVC (OFNR) 2.0 mm Fiber Optic Patch Cable
- u. fs.com Intel Compatible 25GBASE-SR transceiver, Intel 25GBASE -SR, SFP28 850 nm 100m DOM LC MMF Optical Transceiver Module 68000
- v. fs.com – 3m, 5m, 10m LC UPC to LC UPC Duplex OM4 Multimode PVC (OFNR) 2.0 mm Fiber Optic Patch Cable
- w. Red Hat Linux Support and Maintenance.

- 5.4.5 Describe what other channels, contracts or buying agreements, including price level, the Offeror is authorized to sell and will make available under the resulting contracts.
- 5.4.6 Describe the Offeror's requirements and policies for entering into re-selling agreements with an OEM when a commodity is only available directly from the OEM.
- 5.4.7 Offeror's ability to provide an online portal/system that can be accessed by the County to track and report on past purchases in real time. If Offeror can provide such a system, please include a description of the system.

## 5.5. Contractor's Responsibility

- 5.5.1. Contractor must respond to RFQs issued by the County within one (1) business day, unless otherwise specified by the County in the RFQ, and must meet the minimum requirements outlined in Section 5.3.1

## 5.6. County's Rights and Responsibility

### 5.6.1 Suspension of Bidding Privileges

The County may suspend any Contractor's bidding privileges on RFQs for violations of the terms of the Contract, as determined by the County. Suspension of bidding privileges is a lesser adverse action than a termination of the Contract for default, however, repeated violations of the terms of the Contract may be cause for a termination for default by the County. Issues such as non-payment of suppliers, failure to provide refunds for returned products in a timely manner, or any other performance failures regarding the ordering process, as defined by the County, may result in the suspension of bidding privileges. The Contract Administrator, with the approval of the Director, Office of Procurement will make all determinations as to suspension of bidding privileges or the reinstatement thereof.

## 5.7. Reports/Deliverables

### 5.7.1 Annual Reports

Contractors must submit an annual order report to the Contract Administrator for all orders placed with the Contractor for the previous 12-month period. Annual reports are due within thirty (30) days of annual contract renewal or termination of the Contract. Annual reports must display each order by the ordering County Using Department, products ordered, date ordered, date delivered, dollar amount of the order, and all product returns for refunds.