

The purpose of this RFP is to provide participating member schools and Education Service Centers with a list of vendors who have submitted required paperwork and have received an evaluation by member schools. The effective period of this list will be August 1, 2015 to August 31, 2016. This is an "open catalog" RFP for purchases by schools as they follow their local purchasing policies and procedures; NO GUARANTEED ANNUAL VOLUME is implied or expressed. Pricing to schools shall be the vendor's catalog price less the applicable discount allowed.

Responding vendors who receive sufficient evaluation points will be placed on a vendor listing. This listing is non-competitive; schools that use the list must follow state purchasing laws for competitive procurement if they are purchasing in a category that exceeds the spending limits.

Read all terms and conditions below thoroughly. (A copy is also attached for download.) **Your response to this RFP is your agreement to follow all terms and conditions.**

Multi Regional Purchasing Cooperative Technology RFP #2015-06

Scope of Request for Proposals

Requests for Proposals (RFP) are being solicited by the Multi Regional Purchasing Cooperative on the behalf of an estimated 125 school districts within four (4) Education Service Center regions, covering an estimated 50 counties and representing over 475,000 students. Potential districts participating in this RFP are included with the proposal. Questions regarding this proposal should be directed to **Janay Litz, Director of Internal Fiscal Operations** or **Dana Parrish, Administrative Assistant**, Region 9 Education Service Center, 301 Loop 11, Wichita Falls, Texas, 76306 (940-322-6928).

Instruction to Responders

Responses are solicited for the merchandise, supplies, services and/or equipment set forth in this RFP. Responses should be entered into the Public Purchase system (www.publicpurchase.com) no later than 3:00 PM, Tuesday, April 7, 2015. All responses submitted will remain sealed until the closing time of 3:00 PM on April 7, 2015.

The MRPC Executive Committee will award responses at 10:00 AM on Tuesday, April 21, 2015 at Region 14 ESC, 1850 Highway 351, Abilene, Texas, 79601. Vendors are welcome to attend this awards meeting.

Responses may be withdrawn or edited at any time prior to the closing date/time. After the official closing date/time, no additional responses will be accepted; responses may not be amended, altered, or withdrawn. No vendors will be added to this contract cycle after the deadline for responses according to the action of the Multi Regional Purchasing Cooperative Committee (MRPC) based on Attorney General Opinion No. JC-0037.

The Multi Regional Purchasing Cooperative awards committee, composed of representatives from Regions 9, 11, 14, and 15, reserves the right to accept or reject in part

or in whole any responses submitted, to waive any technicalities, and to make awards in the best interest of the participating districts.

On May 23, 2005, the Texas Senate passed House Bill Number 914, adding Chapter 176 to the Local Government Code. This revision requires vendors and potential vendors of Independent School Districts to complete and file with the District the attached Conflict of Interest form.

Please complete the included form and submit it with your completed response.* Compliance with this request is necessary to maintain your relationship with the districts as a vendor. We appreciate your cooperation.

***You may also be required to submit this form with each district as purchases are made.**

TERMS AND CONDITIONS OF REQUEST FOR PROPOSALS
READ CAREFULLY

1. GENERAL CONDITIONS

Responders are required to submit proposals under the following express conditions:

- a) Responders shall thoroughly examine the, specifications, instructions, and all other proposal documents.
- b) As a requirement by the proposal conditions, responders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment. No plea of ignorance by the responder will be accepted as a basis for varying the requirement of the MRPC or the compensations to the vendor. This shall include conditions that exist or that may hereafter exist as a result of failure or omission on the part of the responder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents
- c) Responders are advised that the Center contracts are subject to all legal requirements provided for in the Texas Education Code 44.033 and/or applicable state and federal statutes. After being opened, all responses become subject to the Open Records Act Article 6252-17a VTCS.
- d) All purchase orders, contracts and agreements between vendor and the participating members shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law institutes in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, 1987 official text.
- e) No officer or employee of the participating members shall have a financial interest, direct or indirect, in any contract with the participating members, or shall be financially interested directly or indirectly in the sale to the participating members of any material, supplies or service except on behalf of the participating members as an officer or employee.
- f) Any purchase order resulting from this Request for Proposals is subject to cancellation, without penalty, either in whole or in part, if funds are not

appropriated by the Texas Legislature or otherwise not made available to the ordering user.

- (g) **The General Information Form must be completed by all vendors to be considered for any section of the Technology RFP.**
- (h) Conflict of Interest Form and other supporting documents must be completed.

2. PREPARATION OF RESPONSES

Responses will be prepared in accordance with the following:

- a) All information required by the RFP shall be furnished.
- b) Where there is an error in extension of price, the unit price shall govern.
- c) Alternate responses will not be considered unless authorized by the RFP. Responders will not include federal taxes nor State of Texas limited sales excise or use taxes in response prices since each of the participating members is exempt from payment of such taxes. An exemption certificate will be signed where applicable and upon request.

3. DESCRIPTION OF ITEMS

A catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Responders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.

4. SUBMISSION OF RESPONSES

- a) Responses must be submitted through Public Purchase website (www.publicpurchase.com).
- b) Vendors who do not respond are requested to notify the Director of Internal Fiscal Operations in writing if they wish to receive direct notification of future requests for competitive bids and RFPs. Failure to do so may result in them being deleted from the vendor's list.
- c) By submitting a response, vendor certifies to the best of his/her knowledge that all information is true and correct.
- d) Responders must meet all specifications of items included.

5. REJECTION OF RESPONSES

- a) The MRPC may reject a response if
 - 1) The responder misstates or conceals any material fact in the RFP, or if
 - 2) The responder does not strictly conform to law or the requirements of the RFP
- b) The MRPC may, however, reject all responses whenever it is deemed in the best interest of the MRPC to do so, and may reject any part of a response unless the response has been qualified as provided in 5(a)3 above. The MRPC may also waive any minor informalities or irregularities in any response to include failure to submit supporting documents, failure to submit literature or similar attachments, or failure to include business affiliation information.

- c) The MRPC may reject any or all responses that do not meet all specifications of items.

6. WITHDRAWAL OF RESPONSES

Responses may not be withdrawn after the closing date/time unless approved by the Director of Internal Fiscal Operations of Region 9 ESC.

7. LATE RESPONSES OR MODIFICATIONS

Responses and modifications received after the closing date/time will not be considered.

8. DISCRIMINATORY PRACTICES

During the performance of this contract, the contractor agrees not to be discriminating against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.

9. CLARIFICATION OR OBJECT TO RFP SPECIFICATIONS

If any person contemplating submitting a response for the contract is in doubt as to the true meaning of the specifications, or other documents or any part thereof, he/she may submit a written request for clarification to the Director of Internal Fiscal Operations of Region 9 ESC at least five days prior to scheduled opening. Any interpretation of the RFP, if made, will be made only by Addendum duly issued and made available to each person notified of the RFP. The Center will not be responsible for any other explanation or interpretation of the RFP made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Internal Fiscal Operations, Region 9 Education Service Center.

10. TRANSPORTATION (F.O.B. DESTINATION)

Response prices/quotes are to include delivery terms.

11. EVALUATION CRITERIA

Responding vendors will be evaluated by the MRPC Awards Committee based on the attached Evaluation Rubric (as specified by TEC Sec. 44.031 (b)). All vendors receiving 65 points or more will be approved to be on the vendor listing for the effective period.

Participating members will contact vendors throughout the effective period for quotations as the need arises, and will evaluate quotes based on own local criteria.

12. PAYMENT

The agency who issued the purchase order will pay for the requested goods and/or services as promptly as possible, but in any event, no later than (30) days after 1) receipt of the goods, or 2) the day the service is complete, or 3) the day the agency receives the invoice for the goods and/or services, whichever is later.

13. CONTRACT CYCLE

No vendors will be added to this contract cycle after the award according to the action of the Multi Regional Purchasing Cooperative (MRPC) committee based on Attorney General Opinion No. JC-0037.

14. STATE AND FEDERAL LAW

Participating members may require proof of compliance with state or federal laws if purchases are being made for construction projects using state or federal funding.

REVISED AS OF JANUARY 5, 2007

SPECIFIC TERMS AND CONDITIONS

COMPUTERS, PERIPHERALS AND OPERATING SYSTEMS PURCHASED AS NEEDED

INSTRUCTIONS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP:

1. TERM

The term of the listing will be from **August 1, 2015** through **August 31, 2016**. Discount rates offered (if any) are to remain firm until August 31, 2016. The MRPC reserves the right to cancel this contract at any time prior to the ending of the contract date by written notice.

2. TERM OF SERVICE

The responder (contractor) must provide "Warranty or Extended Warranty" services for purchased systems for at least 12 months from the MRPC's acceptance date or August 31, 2016. An item ordered from the replacement or upgrade equipment action is to include a minimum warranty of 90 days.

The contractor shall be required to honor all contract purchase orders that were prepared and dated prior to the date of expiration of the contract, if received by the contractor within a period of 15 days following the date of expiration. This provision shall also apply to the contract extension options, if exercised.

3. DELIVERY RESPONSE

Failure of the responder (Contractor) to notify the ordering user Center or school district sufficiently in advance of inability to complete shipment within the designated routing delivery time of 60 days, and with acceptable reasons, shall give the Center or district the option of canceling the Contract Purchase Order, purchasing from another source, and charging the responder (Contractor) the difference between the contract price and the actual purchase price.

4. PURCHASES FROM OTHER SOURCES

The Center and school districts reserve the exclusive option to purchase through Open Market advertisement bulk quantities of all equipment listed herein when determined to be in the purchaser's best interest. The Center or school district shall be the sole judge as to both "bulk quantities" and the "Purchaser's best interest."

5. SUBSTITUTION OF EQUIPMENT

Following the contract award, alterations in product manufacturing fabrication or delivery of substitute commodities (models) require prior written approval of the Center or school district.

6. NO GUARANTEE ANNUAL VOLUME

This is an "open category" RFP for purchase, as a fund becomes available; however, there is no commitment to purchase any given number of products.

7. PATENTED OR COPYRIGHT PROTECTED ITEMS

In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless the Center or school district from any and all loss, cost, expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale, or use of such article in violation of infringement or the like of rights under such patent, copyright, trademark of application.

8. MAINTENANCE SERVICE REQUIREMENTS

On-site maintenance service must be available to the Center or school district. Responder should submit warranty/maintenance service plan with response. Copies of third party maintenance agreements may be required. Plan and agreements must be supplied within ten (10) days if requested.

9. CATALOG REQUIREMENTS

Responder must provide free of charge to the Center and school districts a catalog for use in product selection and/or a valid catalog website address.

10. VENDOR INSTALLATION

Vendor will supply Center or school district with a list of all serial numbers of equipment installed and copies of documentation.

Questions concerning the terms and conditions will be directed in writing to the Director of Internal Fiscal Operations at Region 9 ESC, 301 Loop 11, Wichita Falls, TX, 76306, for receipt no later than 10 calendar days prior to the "RFP opening" date. Inquires must reference the date of "RFP opening".



EVALUATION RUBRIC FOR RFP #2015-05 & #2015-06
Based on TEC Sec. 44.031 (b)

CRITERIA	POSSIBLE POINTS
Purchase Price	0
Reputation of Vendor & Vendor's Goods or Services	10
Quality of Vendor's Goods or Services	10
Extent to which the Goods or Services Meet Needs	15
Vendor's Past Relationship with MRPC *	60
Impact on the Ability of Region 9 ESC to comply with Laws and Rules Relating to Historically Underutilized Businesses	3
Total Long-Term Cost of MRPC to Acquire the Vendor's Goods or Services	2
Other Relevant Factors	0
TOTAL EVALUATION POINTS	100

*Points may be awarded up to a maximum of 60 points for excellent rating, and as low as 0 points for unsatisfactory rating. Previously awarded vendors' rating is determined by survey of participating school district members. Base award is 30 points to new respondents, or if no response is received through survey of participating school district members.