



March 11, 2015

**INVITATION TO BID  
Bid Number 2015-04  
Part 1**

**Due April 7, 2015 – 3:00 PM**

**COMBINED PURCHASING BID**

Please quote net **delivered** prices on items to participating Multi Regional Purchasing Coop schools (List of schools is in documents section on Public Purchase.)

You may bid on any items. **Your bid should be submitted into the Public Purchase system ([www.publicpurchase.com](http://www.publicpurchase.com)) no later than 3:00 PM, Tuesday, April 7, 2015.**

**NO ALTERNATE ITEMS WILL BE ACCEPTED WHERE BRAND NAME HAS BEEN SPECIFIED. IF BIDDING AN ALTERNATE BRAND WHERE ALLOWED, PROVIDE SAMPLES FOR EVALUATION. ALL SAMPLES SHOULD BE LABELED BY ITEM NUMBER AND THE NAME OF THE VENDOR SHOULD APPEAR ON THE SAMPLE.**  
**Samples should be shipped to Region 14 Education Service Center, 1850 Hwy 351, Abilene, Texas 79601, Attn: Theresa Dempsey, by Thursday, April 16, 2015 .**

An Awards Committee will award bids **on each separate item based on evaluation criteria set forth in TEC Sec. 44.031** at **10:00 A. M. Tuesday, April 21, 2015, at Region 14 ESC, 1850 Highway 351, Abilene Texas, 79601.** If you are awarded the contract to furnish any of the items listed on the bid form, you will be furnished Purchase Orders showing the amounts of each item to be shipped to each of the participating schools.

All bids submitted will remain sealed until the end of the bid period on April 7, 2015 at 3:00 p.m.

## **PART 2 - BID SPECIFICATIONS**

### **PLEASE READ CAREFULLY**

#### **MEMBER SCHOOL PARTICIPATION**

Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and Texas Education Code § 8.002(a) directs regional education service centers to provide services to assist schools in improving student performance and increasing the efficiency and effectiveness of school operations; therefore, Regions 9, 11, 14 and 15 have established a cooperative purchasing program known as the Multi Regional Purchasing Coop (MRPC). Please see the attached list of schools and Education Service Centers participating in the MRPC. By submitting a bid, vendors are agreeing to serve all participating members within the counties covered by Regions 9, 11, 14 and 15.

#### **AWARD NOTICE**

1. The MRPC reserves the right to make an award to one vendor or multiple vendors on the basis of the attached Evaluation Rubric as specified by TEC §44.031, or in any other combination that will serve the best interest of the MRPC and to reject any and all bid items at the sole discretion of the MRPC Governing Board. The MRPC also reserves the right to accept or reject all or any part of any bid, waive minor technicalities (see item 2.a below) and award the bid to best serve the interests of the MRPC member schools.
2. The Multi Regional Purchasing Coop (MRPC) reserves the right to accept or reject in part or in whole any bids submitted for the best interest of the member Schools.
  - a) The Coop may reject all bids whenever it is deemed in the best interest of the Coop to do so, and may reject any part of a bid unless the bid has been qualified as provided in item 2 (b) 3 below. The Coop may also waive any minor informalities or irregularities in any bid including failure to submit sufficient bid copies, failure to sign all bid copies, failure to submit literature or similar attachments, or failure to submit business affiliation information, if requested and approved by the MRPC Governance Board.
  - b) The Coop may reject a bid if:
    - 1) The bidder misstates or conceals any material fact in the bid, or if
    - 2) The bid does not strictly conform to law or the requirements of the bid specifications, or if,
    - 3) The bid is conditional except that the bidder may qualify the bid for acceptance by the Coop on an "All or None" basis. However, an "All or None" bid must include all items upon which bids are invited.
3. Award of the bid will be based on evaluation criteria set forth in TEC Section 44.031. See attached evaluation rubric.

#### **AWARD OF CONTRACT**

A Notice of Award will be e-mailed or otherwise furnished to the successful bidder(s). This Notice of Award will serve as the award of the bid and will become a contract upon issuance of a purchase order(s) by member district(s).

## **BIDDING REQUIREMENTS**

1. Bids are to be awarded at **10:00 A.M., Tuesday, April 21, 2015**, at Region 14 Education Service Center, 1850 Hwy 351, Abilene, Texas 79601-4750. **All samples must be received no later than Thursday, April 16, 2015.**
2. Bids must be submitted online through Public Purchase (www.publicpurchase.com).
3. **Bids must be submitted into the Public Purchase system by 3:00 PM, April 7, 2015. Bid entry will not be allowed and no bids will be accepted after this date and time.**
4. The successful bidder will be bound and obligated to carry out the terms of this bid. This obligation will be enforced and the Multi Regional Purchasing Coop will impose a **fee of \$500 for failure to deliver on products awarded**, and may additionally seek further remedy through judicial action. The venue for such action will be in Taylor County, Texas.
5. Bids will be prepared in accordance with the following:
  - a) All information required by the bid form shall be furnished.
  - b) Where there is an error in extension of price, the unit price shall govern. **Price will include FOB to schools.**
6. The figure submitted in the unit price column should be your **price per unit** to the schools, **including shipping and handling costs.** **No minimum order fees are allowed. All invoices of supplies on this combined purchasing bid list must be dated before August 1, 2015, unless other arrangements are made between you and the member school.**
7. Prices for this contract will be firm for a **one time** order.
8. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. Any bid after being opened becomes subject to the Open Records Act, Article 6252-17a V.T.C.S.
9. All contracts and agreements between vendor and the MRPC shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, effective July 2001 official text.
10. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. **Do not include tax in the bid.** Excise Tax Exemption Certificates are available upon request **from each school.**
11. By submitting a bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

## **SPECIFICATIONS**

1. Any 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. **(Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.)**
2. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. All markers and highlighters must comply with AP (ACMI) standards as required by the Department of State Health Services (DSHS) for use in schools and daycare facilities.
3. Vendors must include Materials Safety Data Sheets (MSDS) with all hazardous materials listed at time of shipment.
4. **Alternates to the brand name specified may be considered if no vendor bids the brand name item. All substitutions must be accompanied by a sample of the product.** Samples, when required, must be submitted within the time specified (see previous page "Bidding Requirements"), at no expense to the MRPC. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
5. **All copy paper products must be milled in the United States.**

6. Quantities listed are anticipated order quantities entered by the schools and are subject to change based on needs at time of issue of purchase orders, pricing on items, and anticipated funding levels.

### **DELIVERY**

1. **Successful vendors will be required to ship orders directly to member schools, campuses or other locations designated by the school official. Orders should be boxed per purchase order and appropriately labeled. Vendor may deliver to member schools between July 1 and July 31, 2015. (Note that some schools may be closed certain days during this period – vendor should check with school before attempting delivery.) Vendor is responsible for contacting the school regarding the delivery date. No deliveries before or after July are acceptable except by mutual agreement between vendor and school district. Payment will not be made until all items on the purchase order are received from the vendor.**
2. **Items will be delivered and UNLOADED to an inside centralized receiving area for each purchase order. This includes any paper deliveries. For paper deliveries, a lift gate and hand jack/forklift may be required for inside delivery. Drop shipments will not be accepted.**
3. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the conditions of schools' plants and facilities for delivery of material and equipment as required by the bid conditions. A list of member schools is included in the bid packet. The member school has no responsibility for additional compensation to the vendor because of delivery site conditions. The vendor may not plead ignorance of conditions or fail to fulfill the delivery once the bid has been submitted.

### **BILLING**

All schools must be billed individually. If you have any questions regarding any of the specifications or details of this invitation to bid, you are invited to contact Janay Litz, Director of Internal Fiscal Operations at (940) 322-6928.

### **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 MRPC 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 or application.

### **NON-APPROPRIATION OF FUNDS**

Any purchase order resulting from this "Invitation to Bid" is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated or reduced by the Federal or Texas Legislature to the member schools, or if grants, local property taxes or other funds are otherwise not made available or reduced for the ordering user.

It is understood and agreed that each participating party in the Multi Regional Purchasing Cooperative Committee group reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this bid offer as so modified, and subsequent thereto.

### **CONFLICT OF INTEREST**

Under Section 2155.003 of the Texas Government Code, a MRPC employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual which outlines the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of state business. Entities who are interested in seeking business opportunities with the MRPC must be mindful of these restrictions when interacting with public purchasers of MRPC or purchasers of other state agencies.

### **DISCRIMINATORY PRACTICES**

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

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.

**See attached list of counties and schools in Region 9, 11, 14 and 15 that may be participating in this bid.**



**EVALUATION RUBRIC FOR BID #2015-04**

Based on TEC Sec. 44.031 (b)

<b>CRITERIA</b>	<b>POSSIBLE POINTS</b>
Purchase Price	75
Reputation of Vendor & Vendor's Goods or Services	0
Quality of Vendor's Goods or Services	15
Extent to which the Goods or Services Meet Needs	0
Vendor's Past Relationship with MRPC *	10
Impact on the Ability of Region 9 ESC to comply with Laws and Rules Relating to Historically Underutilized Businesses	0
Total Long-Term Cost of MRPC to Acquire the Vendor's Goods or Services	0
Other Relevant Factors	0
<b>TOTAL EVALUATION POINTS</b>	<b>100</b>

\* Points may be awarded up to a maximum of 10 points for excellent service, and as low as 0 points for unsatisfactory service. Previously awarded vendors rating is determined by survey of participating school district members. Base award is 5 points to new respondents, or if no response is received through survey of participating school district members.