



**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.**

**Education Service Centers'  
Multi Regional Purchasing Cooperative  
RFP #2015-05  
Part 1**

**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 and four (4) Education Service Centers, covering an estimated 50 counties and representing over 475,000 students. See attached list for potential districts participating in this RFP. Questions regarding this RFP 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**

RFPs are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this proposal. Responses should be entered into the Public Purchase system ([www.publicpurchase.com](http://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 Awards 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Responses may be withdrawn or edited at any time prior to the closing date/time.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.

The responder agrees to furnish any and all items upon the terms and conditions contained in the specifications. If the responder fails to follow RFP specifications then the Uniform Commercial Code shall govern. The period for acceptance of this RFP will be sixty (60) calendar days unless

a different period is inserted by responder.

The Multi-Regional Purchasing Cooperative awards committee is composed of representatives from Regions 9, 11, 14, and 15, and reserves the right to accept or reject in part or in whole any responses submitted, and to waive any technicalities, and to accept responses in the best interest of the participating districts.

The Multi-Regional Purchasing Cooperative is requesting discount proposals from catalog prices for instructional supplies and materials. These items include, but are not necessarily limited to, the following categories:

- Category A: Office Furniture
- Category B: General Office Supply
- Category C: Miscellaneous Instructional Supply
- Category D: Teaching Aids
- Category E: Audio Visual
- Category F: Science Supplies and Equipment
- Category G: Classroom Furniture
- Category H: Warehouse Club
- Category I: Math Manipulatives
- Category J: Library Supplies
- Category K: Library Books
- Category L: Maintenance Supplies
- Category M: Playground Equipment
- Category N: Nursing Supplies
- Category O: Band Instruments/Uniforms
- Category P: Athletic Supplies

**\*\*After receiving notification of acceptance of response, vendor must provide catalog and/or online catalog website address free of charge to the Centers and school districts.**

NO GUARANTEED ANNUAL VOLUME is implied or expressed.

### **TERMS AND CONDITIONS**

The Multi-Regional Purchasing Cooperative and participating districts are requesting proposals on merchandise, supplies, and/or equipment set forth in the proposal, that vendors certify that:

1. All delivery charges, freight, inside delivery, installation, must be specified if not included in response prices. Delivery will be F. O. B. destination.
2. A packing list or other suitable shipping documents shall accompany each shipment and show (a) name and address of vendor, (b) name and address of receiving teacher or department, (c) district purchase order number and (d) description of material shipped including item numbers, quantity, number of containers, and package number.
3. Continuing non-performance of the responder in terms of specifications shall be a basis for removal from the listing. Cancellation by the Education Service Center or any participating district may be made upon thirty- (30) calendar days written notice to a successful

responder. The Education Service Center or a participating district shall not pay for works, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity (30 calendar days) before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

4. All the catalog discount amounts must be guaranteed for thirteen (13) months beginning August 1, 2015 through August 31, 2016.
5. Invoices shall be sent directly to each entity. Payments are processed after each business office has been notified that the items have been received in good condition and shipments are complete. Invoices must detail the items delivered and must reference the entity's purchase order number for speed in processing.
6. All contracts, agreements, and lease purchases between merchants and each participating party shall strictly adhere to the statutes as set forth in the Texas School Law Bulletin, "Financial Accounting Reporting Manual" of the Texas Education Agency.
7. The Service Center and each participating district will purchase items of goods and services on "as needed basis". **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.**
8. Sums of money shall be indicated both by unit cost and total item cost. In case of discrepancy, the unit cost shall govern.
9. Cash discounts offered may be considered in determining the successful supplier. Cash discount period shall start from the date of receipt of acceptable invoice or from date of receipt of acceptable material, whichever is the latter.
10. Patented or Copyright Protected Items  
The fact that a particular item is covered by a patent or copyright does not automatically mean that the purchase falls under the provisions pertaining to exemptions from the competitive bidding requirements for items available from only one source. In fact, patents cover nearly all consumer goods. To be a bona fide exemption to the competitive bidding requirement, there must be no other like items available for purchase that would serve the same purpose of function and only one price for the product because of exclusive distribution on marketing rights. 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 Education Service Center and Multi-Regional Purchasing Cooperative and each participating school district from any and all loss, cost, expenses and legal fees 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.
11. Responders are invited to be present at the opening of this proposal on the date and hour specified.
12. If prices are determined by a confidential price list or by computer price printout, such list must be submitted with your response, less percentage discount clearly identified by date,

product identification and cost.

13. Guarantee

A minimum of ninety (90) day's guarantee or standard commercial warranty, whichever is greater, shall be provided on all materials. In the event of failure, the vendor agrees to repair or replace such units at no cost to the Education Service Center or to each participating party, within ten (10) working days. Website ordering procedure is preferred.

14. During the performance of any resulting contract, the vendor 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.

15. Uniform Commercial Code

All contracts and agreements between merchants and the Education Service Center and the Multi-Regional Purchasing Cooperative Committee and each participating school district 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.

16. Merchandise

Merchandise received shall be new merchandise, not used, or shop worn merchandise. Merchandise received in this condition will be returned freight collect at the vendor's expense. If this problem is not corrected within ten (10) working days of notification, then, the Education Service Center Multi-Regional Purchasing Coop Committee and each participating school district under the Uniform Commercial Code will have the right to exercise their right to remedy.

17. Vendor Notice

Some districts may require special handling of the merchandise they will purchase throughout the year. Example: Some districts may wish to have each teacher's order packed individually. If a surcharge is to be added, please indicate what the charge will be, if any, on the response.

18. Out of State Responders

In accordance with Texas Civil Statutes, article 601g (b) (1), which requires the publication of a list of states which have laws or regulations regarding the award of contracts for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to nonresident bidders, together with a citation to and summary of the most recent law or regulation of each state relating to the evaluation of bids from and award of contracts to nonresident bidders.

19. Vendor Notice

Vendors that receive purchase orders will deliver supplies directly to the member districts. The vendor will bill the school districts directly and the districts will pay the company.

20. Vendor Notice

The Multi-Regional Purchasing Cooperative (Region 9, 11, 14 & 15) reserves the right to make the final decision regarding those vendors selected to furnish the catalog items.

21. Vendor Notice

The Multi-Regional Purchasing Cooperative Committee (Region 9, 11, 14 & 15) reserves the right to extend purchasing contracts to all qualified school districts including Regional Service Centers under subchapter B. General Inter local Contracting Authority 791.011. Each school district is responsible for approval of contracting authority by order of a duly authorized resolution adopted by each participating entity.

22. Vendor Notice

Vendors will be contacted from the Multi-Regional Purchasing Cooperative Education Service Centers as to which school districts or Region Service Center have recently joined the Multi-Regional Purchasing Cooperative. Each vendor is then requested to extend all response prices to the new member on contracts that are currently in force.

23. 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 award 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.

24. Response Validation Check

After response opening, the Multi-Regional Purchasing Cooperative Committee will check each response for the presence or absence of required information in conformance with the submittal requirements of this RFP. These submittal requirements are obligatory, and failure to fully comply will be deemed unresponsive.

The response will be checked against the mandatory requirements of the RFP to assure compliance. If the response fails to meet any technical requirement of the RFP, such failures will be noted and documented by the Purchasing Coordinator. The Multi-Regional Purchasing Cooperative will evaluate each proposal to assure consistency between the various sections within the proposal. Any items that are inconsistent or appear contradictory will be evaluated to determine if they should be classified as material deviations.

A comprehensive technical evaluation of desirable items in the RFP will be performed. All proposed desirable items would undergo the same level of technical evaluation as mandatory items.

25. Quantities

It is understood and agreed that the School District and or Education Service Center 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 quotation offer as so modified, and subsequent thereto. The cooperative purchasing group will purchase supplies and materials during the effective period on an as needed basis.

26. No vendors will be added to this 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.
27. On-line Purchasing Vendors should indicate in their response whether online purchasing is available.
28. 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 a Conflict of Interest form. A Conflict of Interest form is included with this RFP as a supporting document. **Compliance with this request is necessary to maintain your relationship with the districts as a vendor. \*You may also be required to submit this form with each district as purchases are made.**

## STANDARD PURCHASE TERMS AND CONDITIONS

### SELLER AND BUYER AGREES AS FOLLOWS:

1. **SELLER TO PACKAGE GOODS**  
Seller will package goods in acceptance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) seller's name and address, (b) consignee's name, address, and purchase order or purchase release number (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the total number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation cost and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED**  
Seller is not authorized to ship the goods under reservations and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS**  
The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES**  
Free on Board (F. O. B.) Designation Freight prepaid unless delivery terms are specified otherwise in response. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's response or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

5. **NO REPLACEMENT OF DEFECTIVE TENDER**  
Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY**  
The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency". Any change thereto shall be effected by modification as provided for in Clause 20. "Modifications", hereof, the terms of this agreement are "**NO ARRIVAL, NO SALE**".
7. **INVOICES AND PAYMENTS**  
Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchases release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable should be attached to the invoice. Mail invoice to accounts payable of the receiving entity. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department or Purchasing Department advised of any changes in your remittance addresses. Buyer's obligation is payable only and solely from the funds available and shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Seller by the Buyer. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.
8. **GRATUITIES**  
The Buyer may by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the district with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event Buyer cancels this contract pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS AND TEST EQUIPMENT**  
If the price stated on the face hereof included the cost of any special tooling or special test equipment fabricated or required by the Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer, and to the extent feasible shall be identified by the seller as such.
10. **WARRANTY--PRICE**
  - a. The price to be paid by the Buyer shall be that contained in Seller's response which Seller warrants to be no higher than Seller's current prices on orders by others for

products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, others shall reduce the prices of the items to the Seller's current prices on orders, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage or contingent fee.

11. **WARRANTY--PRODUCT**

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the RFP invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.

12. **SAFETY WARRANTY**

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time (15 working days) correction made by the Buyer will be at the Seller's expense.

13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS**

As part of this contract for sale, seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within fourteen (14) days after the signing of this agreement. If Buyer does not receive notice and subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. **RIGHT OF INSPECTION**

Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION**

Buyer shall have the right to cancel for default all or any part of the undelivered portion



of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that Buyer may have in law or equity.

16. **TERMINATION**

The Buyer in accordance with this provision may terminate the performance of work under this order in whole or in part. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15 herein. In the event of a court order ordering all State School Districts closed and state funding ceases, then school districts may terminate all contracts in force with a certified letter with ten (10) days notice.

17. **FORCE MAJEURE**

If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part in carrying out its obligation under this agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time (14 days) after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind or government of the United States or Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canal; or their causes not reasonably within in the control of the party claiming such inability. It is understood and agreed that the settlement to strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements are unfavorable in the judgment of the party having the difficulty.

18. **ASSIGNMENT--DELEGATION**

No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **MODIFICATIONS**

This contract can be modified or rescinded only by writing signed by both of the parties or their duly authorized agents.

21. **INTERPRETATION--PAROL EVIDENCE**

This writing is intended by the parties as a final expression of their agreement and is

intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the code is to control.

22. **APPLICABLE LAW**

The Uniform Commercial Code shall govern the agreement. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

23. **ADVERTISING**

Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. **RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE**

Both parties agree that venue for any litigation arising from this contract shall lie in **Wichita County**.

26. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer or district employee shall have a financial interest, direct or indirect, in any contract with the district or districts, or shall be financially interested, directly or indirectly, in the sale to the district or districts of any land, materials, supplies or services, except on behalf of the district or districts as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the district or districts shall render the contract null and void.

27. 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.



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

<b>CRITERIA</b>	<b>POSSIBLE POINTS</b>
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
<b>TOTAL EVALUATION POINTS</b>	<b>100</b>

\*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.