



REQUEST FOR QUOTE (RFQ) INVITATION

Microsoft License Agreement RFQ# 13-015

Tarrant County College District (“TCCD”, “District”, “the College”) outlines the following schedule:

RFQ Release:	December 7, 2012
Bid Submission Deadline:	January 3, 2013 at 2 p.m. CT
Other:	

Sealed proposals **must** be delivered to:

Tarrant County College District
Attn: Purchasing Manager
300 Trinity Campus Circle TREF 3rd Floor
Fort Worth, TX 76102

Fax or email not accepted.

Preamble:

The Tarrant County College District is a public institution of higher education that provides academic, occupational, general, and continuing education opportunities, as well as lifelong learning for all people in its District and contiguous service area. The College is committed to provide a high quality learning experience for its students at a reasonable cost and to serve as a good steward of public funds.

This request for proposals implies no obligation on the part of the Tarrant County College District. The College reserves the right to accept the proposal that it believes most nearly meets the requirements, based on “best value” and not necessarily, the lowest price offered.

Tarrant County College District
 1500 Houston Street
 Fort Worth, Texas 76102-6599

INFORMATION / REQUIREMENTS / PROCESS

1. Note that “bid”, “submission” and “proposal” for purposes of this RFQ have the same basic meaning. Further, references to “vendor”, “supplier”, “firm”, “contractor” and / or “bidder” have the same meaning in singular or plural.
2. The sealed proposal must include at least **one (1) original and two (2) copies**. It is not necessary to duplicate the entire RFQ.
3. The RFQ number, bidder’s address, point of contact, phone number and email address must be referenced on the bid package.
4. TCCD encourages participation from certified Minority and Women Owned Business Enterprises (MWBEs). In scoring, more points will be awarded to a MWBE based in Tarrant County ... than a MWBE based in Ellis County ... and, more points to a firm in Ellis County than a firm based in Austin ... and, so on. Below is an example of how scoring might be applied:

REQUIREMENT: 20% of spend must be directed to a certified MWBE and the results must be auditable	Tarrant County	Eight Adjacent Counties	North Texas	Texas	US
MWBE (certified)	25	20	15	10	5
Firm with MWBE (certified) Subcontracting Plan					
0% < 10% contribution	1-3	1-2	1-2	0	0
> 10% < 20% contribution	4-8	3-6	3-4	1	0
> 20% < 30% contribution	9-17	7-12	5-7	2	0
> 30% < 40% contribution	18	13	8	3	0
> 40% < 50% contribution	19	14	9	4	0
≥ 50% < 60% contribution	20	15	10	5	0
≥ 60% < 70% contribution	21	16	11	6	1
≥ 70% < 80% contribution	22	17	12	7	2
≥ 80% < 90% contribution	23	18	13	8	3
≥ 90% < 100% contribution	24	19	14	9	4
100% total contribution	25	20	15	10	5

5. The sealed bid proposal must meet all requirements as delineated herein. Failure to follow detail may result in disqualification.

6. Format of Submission (pages in the following order):

- 1. Supplier Information Form**
- 2. Proposal (if required herein and in the format outlined herein)**
- 3. Bid Sheet**
- 4. Agreement to Terms and Conditions of RFQ**
- 5. Certifications/Representations Form**
- 6. Resident / Non-Resident Certification Form**
- 7. Felony Conviction Form**
- 8. Proof of Insurance**
- 9. MWBE Certification**
- 10. MWBE Subcontractor Utilization Plan**
- 11. References**
- 12. Other**

7. Conditional clauses in a submitted proposal are not accepted.

8. ~~TCCD, at its sole discretion, may sell products and/or services purchased under this RFQ to students, faculty and employees.~~

9. If selected, suppliers will need to register with TCCD on line at <http://www.tccd.edu>. Click on “Business and Community” then “Vendor Application” under the section “Doing Business with TCCD”. Registration is not to be construed as a commitment by TCCD to enter into a business arrangement.

10. Specifications and scopes of work that may refer to brand names and manufacturers are not intended to restrict competition, but are meant to indicate the quality of goods or services sought. Suppliers may bid an equivalent(s) provided the deviation(s) is clearly identified in the bid response. The final determination of equivalency lies solely with TCCD. It is not the intent of any instruction, term/condition, and scope of work or specification to prohibit a supplier from submitting a proposal.

11. The supplier must provide complete descriptive literature of the products or services proposed.

12. The proposal / bid form may be a specifically defined form incorporated herein and the supplier should use this form. If no specific proposal/bid form or format is provided for herein, the Supplier may use a form or format of choice (“free form”).

13. Questions regarding this RFQ must be in writing and e-mailed to Mike Herndon, Director of Procurement at michael.herndon@tccd.edu. TCCD’s Director of Procurement or Purchasing Manager is the only authorized sources that can provide information regarding this RFQ and such information will be in writing.

14. All disputes, claims, or lawsuits, if any, that may result from this RFQ shall be addressed in Tarrant County, TX, **without exception**.

15. The supplier shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as it applies to performance under this RFQ. By submission of a bid, the supplier acknowledges it intends to comply with the ADA. If the supplier does not comply with the ADA, TCCD reserves the right to suspend or cancel any such work under this RFQ and shall only be financially responsible for products delivered or services rendered up to any such suspension or cancelation.

16. The supplier represents and warrants that all products and/or services furnished under this RFQ shall comply with applicable federal, state and local laws, rules, regulations and ordinances. The supplier shall, at supplier's expense, give all required notices and secure all required permits necessary for performance hereunder.

17. TCCD is not required to award to the lowest bidder or to even select a supplier. However, if a selection is made, inherent to other selection criteria depicted in this RFQ, and the Local Government Code Section §271.9051 allowing governmental entities to select local business over non-local businesses, TCCD shall consider the following: If one or more bids are received by bidders residing in Tarrant County and non-local businesses (non-Tarrant County), TCCD will consider preference in awarding either to 1) the lowest bidder, or 2) the bidder that is a Tarrant County business for ranges within the purchase price (If \geq \$100,000: Preference will be given to a local business whose bid is within **3%** of the lowest bid price received by a business that is not a local business. If $<$ \$100,000: Preference will be given to a local business whose bid is within **5%** of the lowest bid price received by a business that is not a local business). TCCD shall consider the following in accordance with Section §44.031(b) of the Texas Education Code:

The purchase price:	70%
The reputation of the supplier and of the supplier's goods & services	2%
The quality of the supplier's goods & services	2%
The extent to which the goods and services meet District needs	2%
The supplier's past relationship with the District	2%
The impact on the ability of the District to comply with laws & rules relating to historically underutilized businesses (20% MWBE inclusion)	10%
Long term costs to the District to acquire the supplier's goods & services	2%
For a contract for goods & services other than goods & services related to telecommunications & information services, building construction & maintenance, or instructional materials, whether the supplier or the supplier's ultimate parent company or majority owner (a) has its principal place of business in TX; or (b) employs at least 500 persons in TX	N/A
Any other relevant factor specifically listed in this RFQ (e.g. specification, scope of work, schedule, availability ...)	10%
Total:	100%

Finalists may be asked to interview, present or demonstrate with administrators prior to a final decision being made.

18. TCC's Director of Purchasing, or a designated purchasing representative, will open all RFQ submissions.

- a. Selection of a supplier(s) may or may not be made depending upon the results received and the overall requirements and needs of TCCD; the selection timeframe will vary depending upon the RFQ and its complexity
- b. TCC reserves the right to select a supplier from a purchasing program recognized by the State of Texas (Interlocal Agreements) as already satisfying the competitive bidding requirements (e.g. TXMAS, DIR, BuyBoard)
- c. TCCD may or may not opt to pursue a subsequent formal sealed RFQ (two step process)
- d. No final tabulations or information regarding this RFQ will be shared until TCCD has made a formal selection and only then by written request
- e. In the event of price or total cost calculation errors, the unit price as submitted will be considered for computation and calculation totals.

19. Acceptance of a proposal/bid for consideration implies no obligation on the part of TCCD nor does the silence of TCCD imply approval or rejection of a bid.

20. TCCD reserves the right to reject any and all bids submitted and waive any and all formalities and conditions. TCCD is not obligated to advise those suppliers who are not selected for an RFQ.

21. TCCD reserves the right to award to a single supplier, multiple suppliers or no supplier at all.

22. TCCD reserves the right to award by unit pricing, by quantity pricing, by package pricing, or by total pricing, whichever is deemed necessary to accommodate budgetary, operational, and/or specification requirements. In doing so TCCD may separate and accept or reject an item(s) as deemed necessary. If a supplier does not wish for its bid to be split in this manner the supplier must state in the RFQ response that the proposal is submitted as an **"all or nothing"** bid.

23. A proposal/bid award, if any, will be through the issuance of a TCCD purchase order (PO) or blanket purchase order (BPO) and shall be governed by the general terms and conditions of purchase outlined on the TCCD PO/BPO document unless such terms and conditions are superseded by the content of this RFQ or contract (if terms are in conflict, the terms of the RFQ will take precedence).

24. The final authority to approve or disapprove delivered products and/or services lies with TCCD.

25. In the event products and/or services are delivered that do not meet specifications or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to TCCD, on or before the promised date of delivery.

26. The supplier shall be responsible for all claims against the manufacturer for manufacturing defects.

27. The supplier shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TCCD.

28. Any correspondence regarding a TCCD PO, specifically an invoice, must include the PO number to

ensure correct and timely processing. Invoices must reference TCC's PO number.

29. TCCD will not be responsible for products delivered or services rendered in advance of a supplier's receipt of a TCCD PO that had been signed by TCC's Director of Purchasing.

30. TCCD may require bank account information should an electronic payment system be employed to facilitate method of payment.

31. In the event of breach or default, TCCD reserves the right to enforce performance in any manner prescribed by law or deemed to be in the best interest of TCCD.

32. In the event the supplier fails to deliver the products and/or services as and when promised in the bid, TCCD reserves the right to proceed in any one or combination of the following ways:

- a. Cancel all or any part of the PO/BPO
- b. Return all or any part of the products and/or services delivered to date and charge the supplier for any loss or cost incurred as a result of the failure to deliver as promised
- c. Purchase all or any part of the products and/or services at current market price and charge the supplier the difference between the total of the market price, freight and the supplier's bid price

33. The supplier must notify TCCD immediately once it is known that products and/or services will not be delivered / rendered as promised.

34. The supplier must make every effort to protect property, personnel, students, and visitors in the delivery of products and/or services on any TCCD campus. Any personal injury or damage to property, on a TCCD campus, caused by the supplier's delivery of products and/or services must be reported to the applicable campus police department immediately. The supplier will be held responsible for all damages for injury and loss resulting from the supplier's delivery of products and/or services.

35. If TCCD, in the exercise of its best judgment, determines the supplier's process for the delivery of products and/or services is unsafe or hazardous to life or property, TCCD will suspend the process until the supplier takes corrective action. If this does not occur, or cannot occur, TCCD reserves the right to perform as indicated in section 31 herein.

36. Hazardous material(s) delivered to a TCCD campus for TCCD or supplier use must be preceded or accompanied by a current manufacturer's Material Safety Data Sheet (MSDS). TCCD reserves the right to refuse delivery of products and/or services for which an MSDS is not available.

37. No allowance will be made for a supplier' waste, loss, breakage, damage or difficulties.

38. Trash or refuse generated as a result of the operations or activities of the supplier delivering products and/or services will be properly disposed of by the supplier, at supplier's expense.

39. The supplier shall be responsible for all claims against a carrier for freight and/or damage.

40. TCCD reserves the right to terminate the contract for any reason with a thirty (30) day written notice

to the vendor. Payments will be made for invoices covering products or services through the termination date. No settlement costs are due whether for termination for convenience or termination for cause.

41. Insurance Requirements

Minimum insurance requirements are (**proof of insurance is required before work**):

All Companies to be rated A or better by A M Best's Rating Guide
All limits may be met by a combination of Liability and Follow Form Umbrella

COMMERCIAL GENERAL LIABILITY

Limits:

- \$1,000,000 General aggregate per this location/use
- \$1,000,000 Products-Completed Operations aggregate per this location/use
- \$1,000,000 Personal & Advertising Injury per this location/use
- \$1,000,000 Each Occurrence per this location/use
- \$ 100,000 Fire Damage (any one fire) per this location/use
- \$ 5,000 Medical Expense (any one person) per this location/use

Include **30 Day Notice of Cancellation** and/or material change
TCCD to be named **Additional Insured**

AUTOMOBILE LIABILITY

Limits:

- \$ 500,000 Combined Single Limit

Include **30 Day Notice of Cancellation** and/or material change
TCCD to be named **Additional Insured**

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Limits:

Workers' Compensation-Statutory Limits

Employer's Liability:

- \$ 100,000 Each Accident
- \$ 300,000 Disease-Each Employee
- \$ 300,000 Disease-Policy Limit

Include **30 Day Notice of Cancellation** and/or material change

Include **Waiver of Subrogation** in favor of TCCD

42. Certifications / Representations:

CERTIFICATIONS / REPRESENTATIONS FORM

DISTRIBUTOR, CONTINGENT FEE, TYPE OF BUSINESS and FRANCHISE TAX

The Supplier certifies that he (will ____, will not ____) be the actual distributor/provider of the goods or services for which this bid is submitted.

The Supplier certifies that he (has ____, has not ____) employed or retained any company or person (other than a full-time employee working solely for the Supplier) to solicit or secure this contract, and that he (has ____, has not ____) paid or agreed to pay any company or person (other than a full-time employee working solely for the Supplier) any fee, commission, percentage, or brokerage fee contingent upon award of this contract. Furthermore, the Supplier agrees to furnish information relating to the above requested by the Director of Purchasing, Tarrant County College District, including such amount of fee, percentage, commission, or other compensatory amount.

The Supplier certifies that he operates as; an individual ____; a partnership ____; an unincorporated firm ____; or corporation ____, incorporated under the laws of the State of _____.

The Supplier certifies that he is (subject to ____, exempt from ____) payment of Texas franchise taxes. If subject to franchise taxes he certifies that the Supplier's franchise taxes are current. By completing this portion of the form the Supplier acknowledges that making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

Date _____ Signature _____
Title _____ Printed _____

AUTHORITY TO SIGN

When the Supplier is an individual, a partnership, or unincorporated firm, and this Bid is signed by other than the owner or a partner, the following **MUST** be completed and signed by the owner, a partner, or if a limited partnership, the general partner.

I, _____, certify that I am _____ of _____, the firm identified as Supplier herein, and that _____, who signed this on my behalf, was duly authorized and empowered to sign and submit bids on behalf of me/my firm.

Date _____ Signature _____
Title _____ Printed _____

When the Supplier is a corporation and if this Bid is signed by other than a duly authorized officer of the corporation, the following must be completed and signed by a duly authorized officer of such corporation. Or a copy of the corporate authority of the individual signing the Bid to bind the corporation can be furnished with the Bid.

I, _____, certify that I am _____ of _____, the corporation identified as Supplier herein, and that _____, who signed this Bid was duly empowered by its Board to sign and submit bids binding upon the Corporation.

Date _____ Signature _____
Title _____ Printed _____

43. Felony Conviction Notification. The following form must be completed and signed.

Pursuant to the Texas Education Code (V.T.C.A. Education Code 44.034)

(a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

(c) The section does not apply to a publicly held corporation.

The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below concerning felony convictions has been personally and thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge.

Firm is a publicly held corporation; this reporting requirement is not applicable

Firm is not owned nor operated by anyone who has been convicted of a felony

Firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name(s) of Felon(s):

Detail(s) of Conviction:

Authorized Signature:

Printed Name & Title:

**Agreement
to the
Terms and Conditions of RFQ#13-015**

I hereby agree to the terms and conditions outlined in this RFQ #13-015 without modification of any kind and will adhere to such terms and conditions if awarded the business as described herein. I further understand that when a Purchase Order is released, I am bound by the terms and conditions of that Purchase Order and those of this RFQ #13-015 and in the event there shall be a conflict between the two, the terms of RFQ #13-015 shall take precedence.

Authorized Signatory: _____

Name & Title: _____

Company Name: _____

Date: _____

MUST COMPLETE ALL SECTIONS OF THIS FORM

SUPPLIER INFORMATION

RFQ# 13-015

Company Name:

Company Address:

Contact Name:

Contact Title:

Contact Phone:

Contact Fax:

Contact E-Mail:

Certified MWBE?

Certifying Agency?

Expiration of Certification?

If you are a certified MWBE, please include a copy of your certification with this RFQ.

REFERENCES

1) Company Name: _____

Address: _____

Business Phone: _____

Contact Person: _____

2) Company Name: _____

Address: _____

Business Phone: _____

Contact Person: _____

3) Company Name: _____

Address: _____

Business Phone: _____

Contact Person: _____

NON-RESIDENT / RESIDENT CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident firms. The pertinent portion of the Act has been extracted and is as follows:

- Non Resident Bidder – means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- Texas Resident Bidder – means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

The state or a governmental agency of the state may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials or equipment to a nonresident bidder unless the nonresident’s bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in HB 620.

City & County: _____

Signature: _____

Printed Name: _____



I certify that _____ is a

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

City & State: _____

Signature: _____

Printed Name: _____

MWBE SUBCONTRACTING PLAN

TCCD SCHEDULE OF SUBCONTRACTORS FORM

Bidder/Contractor: _____ < M/WBE < NON - M/WBE

Description: _____ Contract/Solicitation Number: _____

Check the applicable: < Subcontracting/Vendor Opportunities < Sole Source < Direct Purchase

Note: If contract is a sole source and/or direct purchase, please enter the Dollar Amount of Work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating Subcontractors/Suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Company Performing Work	Certification Status ¹ <small>(check the applicable)</small>		Description of Commodity, Material, or Service	Dollar/Percentage Amount
	M/WBE	Non M/WBE		
Dollar/Percentage Amount of Work to be Completed by Non M/WBE Subcontractors				
Dollar/Percentage Amount of Work to be Completed by M/WBE Subcontractors				
Total (The Total Amount shall equal the amount proposed on Summary or Proposal Page)				

¹All M/WBE Subcontractors/Suppliers must be certified by either the (1) North Central Texas Regional Certification Agency, (2) State of TX Historically Underutilized Business, (3) DFW Minority Supplier Development Council or (4) Women's Business Council – Southwest. It is understood and agreed that, if awarded a Contract by TCCD, the Contractor will not make additions, deletions, or substitutions to this certified list without the consent of TCCD. Request for *Approval of Change to Original Certified List of Subcontractors* may be requested through the submittal of the TCCD Approval of Change to Original Schedule of Subcontractors form. TCCD may audit any and/or all records and of the contract /vendor and conduct interviews of owners, principals, employees and applicable subcontractors participating on the contract.

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by TCCD Small M/WBE Program) in support of TCCD minority women business intent and objective may result in being considered non-responsive to TCCD requirements. TCCD reserves the right to recommend an audit on the submitted M/WBE information as deemed necessary.

Print Name and Title: _____

Signature: _____ Date: _____

RFQ# 13-015

SCOPE OF WORK / SPECIFICATION

Tarrant County College District intends to enter into a 3-year agreement (January 1 – December 31) with 1-year pricing as quantities of licensed products may change from year to year.

All products listed are based upon Microsoft licensing requirements for equipment used by Tarrant County College District.

For more information concerning the specifics of the Microsoft Campus Agreement with Tarrant County College District contact Patrick Jones, South Central Region Education Territory Manager, Microsoft Corporation, 469-775-2097 pajones@microsoft.com.

