



REQUEST FOR PROPOSALS

NOTICE TO VENDORS

AEA Purchasing will be receiving sealed proposals until 9:00 a.m. on October 3, 2023.

For Academic Versions of Operational Software

Including, Microsoft, Adobe, Google Ed Plus, VMWare, AutoCAD, KnowB4, and other academic versions of software products to Iowa's Area Education Agencies', public school districts and other academic related organizations.

24-26SOFTAEAPURCH

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested Vendors shall contact ONLY the issuing officer listed below:

Joni Puffett, CPPB, Issuing Officer

AEA Purchasing

Email: joni@aeapurchasing.org

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CHAPTER 1 ADMINISTRATIVE ISSUES

1.1 Purpose and Background

This RFP is designed to provide Vendors with the information necessary for the preparation of competitive bid proposals. The RFP process is for AEA Purchasing's benefit and is intended to provide competitive information to assist in the selection process. It is not intended to be comprehensive. Each Vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

AEA Purchasing is a division of the Iowa Association of Area Education Agencies, a 28E association of the Iowa Area Education Agencies (the "AEA Consortium"). The AEA Consortium's primary function is to provide a voluntary purchasing program for K-12 schools by bringing all statewide school purchasing programs under one legal entity and one fiscal management group. AEA Purchasing's programs allow AEA Purchasing Members to have access to competitively-priced purchasing programs based on the purchasing volume of its Members. Iowa AEAs currently serve both public and private K-12 public school districts representing over 514,000 students.

It is the intent of AEA Purchasing to work with the Awarded Vendor(s) to market the awarded products at the Contract Prices to all eligible AEA Purchasing Members during the entire Contract Term, including the renewal period. (See section 1.2, 2.4 and Attachment 1)

1.2 Definitions

Administrative Fee. In an effort for AEA Purchasing to cover its cost associated with selection, marketing and distribution of materials, Awarded Vendor(s) will pay AEA Purchasing an administrative/management fee on all products purchased through the Contract. Payments and required reporting are explained in Sections 3.2 and 3.3.

AEA. Area Education Agencies, hereafter referred to as the AEAs, are regional service agencies, which provide school improvement services for students, families, teachers, administrators and their communities. The AEAs work as educational partners with public and accredited non-public schools by offering services that can be most efficiently provided on a regional level. See - 'Attachment 3: Iowa AEA Map'.

AEA Purchasing. AEA Purchasing is a division of the AEA Consortium that includes a voluntary purchasing program developed for schools in Iowa served by Iowa's nine AEAs.

Awarded Vendor. The Vendor awarded a Contract as a result of this RFP.

Contract. A fully executed copy of a written agreement, hereafter referred to as Contract, between AEA Purchasing and Awarded Vendor.

Contract Prices. Price of Awarded Vendor items and services purchased by Members that remain firm throughout the Contract Term.

Contract Term. The Contract will run from the times noted in Chapter 4 – Timeline, unless terminated earlier as provided in Chapter 2.

Issuing Officer. The Issuing Officer is the individual designated by AEA Purchasing for any communication relating to this RFP.

Member. Potential customers of the Awarded Vendor, including Iowa accredited public, nonpublic and private schools, AEAs and other persons or entities to whom AEA Purchasing has given access to purchase goods or services under the AEA Purchasing programs, including this RFP.

Notice to Award. A notice issued to a Vendor by AEA Purchasing of its intent to award the Contract as a result of the RFP.

Public Purchase. A Procurement system that provides an electronic platform for government agencies and tools for electronic bidding.

Vendor. Company, organization or other business entity submitting a proposal in response to this RFP.

1.3 Inquiries

- A. All inquiries concerning this RFP shall be submitted via Public Purchase. Questions regarding the RFP process or the requirements of this RFP are due by the date indicated in Section 4.1.
- B. All inquiries and answers will be posted online via Public Purchase.
- C. During the procurement, including any period of evaluation, the Vendors shall contact only the Issuing Officer regarding this RFP. Discussing the RFP with any other AEA Purchasing, AEA or state employee until AEA Purchasing issues a Notice to Award may result in disqualification.
- D. In NO CASE shall verbal communications override written communications. Only written communications are binding with AEA Purchasing.
- E. AEA Purchasing assumes no responsibility for representations concerning conditions made by its officers or state employees prior to the execution of a legal Contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing by AEA Purchasing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal.

1.4 RFP Amendments and Withdrawals

AEA Purchasing reserves the right to amend the RFP at any time. All amendments will be submitted via Public Purchase. Upon notice to the Issuing Officer, Vendors may also withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals.

1.5 Rejection of Proposals

AEA Purchasing reserves the right to reject any proposal outright if the Vendor fails to submit the proposal by the due date and time. In addition, AEA Purchasing reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. AEA Purchasing may reject any proposal outright and will evaluate for any of the following reasons:

- A. The Vendor states that a service requirement cannot be met.
- B. The Vendor's response materially changes a service requirement.
- C. The Vendor initiated unauthorized contact regarding the RFP with AEA Purchasing officers or AEA staff and state employees.
- D. The Vendor provides misleading or inaccurate responses.
- E. The Vendor's response limits the rights of AEA Purchasing.
- F. The Vendor fails to include information necessary to substantiate that it will be able to meet service requirements necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability. Representations that future developments will satisfy requirements are not sufficient. Responses must indicate present capability. Representations that future developments will satisfy requirements are not sufficient.
- G. The Vendor fails to respond to AEA Purchasing's request for information, documents or references.
- H. The Vendor fails to include any required signature, certification, authorization, stipulation, and disclosure or guarantee requests.
- I. The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

1.6 Proposal Obligations

The content of the proposal and any clarification thereto submitted by the Awarded Vendor shall become a part of the contractual obligation if it is incorporated by reference into the Contract(s) issued to the Awarded Vendor.

1.7 Public Records and Requests for Confidentiality

- A. AEA Purchasing is subject to the Open Records law found in Chapter 22 of the Iowa Code providing for public examination of all of its records, including this RFP and any documents submitted by a Vendor, unless a statutory exception applies to such record. Before the Notice to Award is issued, all details of proposals and

scoring shall be kept confidential. Upon issuance of a Notice to Award, **all proposals and scoring immediately become public information subject to Iowa Code Chapter 22.** Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. AEA Purchasing may treat all information submitted by a Vendor as a public record unless the Vendor properly requests that such information be treated as confidential at the time of submitting the proposal and AEA Purchasing determines that the information can be treated as confidential under Iowa Code Chapter 22.

- B. **Any request for confidential treatment of information must be included in a cover letter with the Vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public.** The request must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by AEA Purchasing concerning the confidential status of the materials.
- C. Any document submitted with a request to be treated as an exception to the Open Records law which contains confidential information must be clearly marked as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- D. In addition to marking the material as confidential material where it appears, the confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The "Public Copy" must be submitted with the cover letter and will be made available for public inspection.
- E. **An entire proposal cannot be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential.**
- F. The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by AEA Purchasing as a waiver of any right to confidentiality which the Vendor may have had.
- G. The Vendor's failure to comply with all the requirements of this section will be deemed by AEA Purchasing as a waiver of any right to confidentiality which the Vendor may have had.
- H. If AEA Purchasing receives a request for disclosure of information that was marked confidential by a Vendor, written notice shall be given to the Vendor seven (7) calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. AEA Purchasing will disclose the information marked confidential upon request unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law prior to the expiration of the seven (7) calendar days.

1.8 Proposal Property of AEA Purchasing

All proposals become the property of AEA Purchasing and shall not be returned. Additionally, the evaluation documents created by AEA Purchasing will be destroyed in the event all proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.9 Iowa Statutes and Rules

The terms and conditions of this RFP, and the resulting Contract or activities based upon this RFP, shall be construed in accordance with the laws of the State of Iowa. Iowa Code Section 73.2 requires the following:

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

1.10 Copyrights

By submitting a proposal, the Vendor agrees that AEA Purchasing may copy the proposal for the purposes of facilitating the evaluation of proposals or responding to requests for public records. The Vendor consents to

such copying by submitting a proposal and warrants that such copying will not infringe upon or violate the proprietary rights of a third party.

1.11 Release of Claims

With the submission of a proposal, each Vendor agrees that it will not bring any claim or have cause of action against AEA Purchasing based on any Vendor misunderstanding concerning the information provided herein or concerning the alleged failure by AEA Purchasing's, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.12 Vendor Qualification Requirement

Awarded Vendor(s) shall be required to register to do business in Iowa upon Contract award acceptance. For information on obtaining a Certificate of Authority from the Iowa Secretary of State, go to <http://sos.iowa.gov/>.

1.13 Award Notice and Acceptance Period

A Notice to Award the Contract will be forwarded to all Vendors submitting a timely proposal. After the announcement of the Awarded Vendor, negotiation and execution of the Contract shall commence. If the Awarded Vendor fails to negotiate and deliver an executed Contract within ninety (90) days from the date of award, AEA Purchasing, in its sole discretion, may cancel the award and award the Contract to the next highest ranked Vendor or withdraw the RFP. Before the Notice to Award is issued, all details of proposals and scoring remain confidential. After the Notice to Award is issued, all proposals and scoring immediately become public information pursuant to Chapter 22 of the Iowa Code.

1.14 Time Period within which to file a Protest

A Vendor whose proposal has been timely filed and who is aggrieved by the award of AEA Purchasing may appeal the decision by filing a written notice of protest. The notice must be filed within five (5) business days of the date of the Notice to Award issued by AEA Purchasing. The notice must clearly and fully identify all issues being contested by reference to the page and section of the RFP and/or the Notice to Award. A notice of appeal or protest will not stay negotiations with the apparent Awarded Vendor.

The protest will be reviewed by the Issuing Officer who will provide a written response within ten (10) business days after receiving the appeal. If the protesting Vendor is not satisfied with the response, the Vendor may appeal to the AEA Purchasing Operations Committee for further review. The Vendor must request a further review in writing within five (5) business days after the date of the Issuing Officer's response; and must state the reasons why the Issuing Officer's response is not satisfactory to the Vendor.

The AEA Purchasing Operations Committee will review the original protest and supporting documentation; the response and supporting documentation; and the request for review and supporting documentation. The AEA Purchasing Operations Committee may also request further information to assist in its review. The AEA Purchasing Operations Committee will meet to rule on the appeal not later than ten (10) business days after receipt for further review. The decision of the AEA Purchasing Operations Committee shall be in writing and shall be the final decision of AEA Purchasing.

1.15 Miscellaneous

- A. AEA Purchasing reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. AEA Purchasing reserves the right to waive minor deficiencies and informalities if, in the judgment of AEA Purchasing, its best interest will be served.
- C. AEA Purchasing reserves the right to make a written request for additional information from a Vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.

CHAPTER 2 GENERAL TERMS AND CONDITIONS

2.1 Preface

The Contract between AEA Purchasing and the Awarded Vendor shall be a combination of the specifications, terms and conditions of this RFP, Vendor's proposal, written clarifications or changes accepted in writing by AEA Purchasing, plus any terms and conditions in Chapter 3. The terms and conditions as stated herein relate only to this RFP and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with AEA Purchasing, nor do the terms and conditions as stated herein relate to any other AEA Purchasing procurement which may be in process.

2.2 Conflicts between Terms

AEA Purchasing reserves the right to accept or reject any exceptions taken by the Vendor to the terms and conditions of this RFP. Should the Vendor take exception to the terms and conditions required by AEA Purchasing, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. AEA Purchasing may elect to negotiate with Awarded Vendor regarding Contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Awarded Vendor's proposal.

2.3 Contract Length

The Contract term shall be as noted in Section 4.1, unless terminated earlier in accordance with Chapter 2.

2.4 Approved Members and Additional Potential Clients

All Awarded Vendors are required to make their goods or services available under the terms of the Contract to any Members of AEA Purchasing.

2.5 Specifications

- A. Unless otherwise specified, items shall be new and unused and of current production.
- B. Manufacturer's standard warranty shall apply unless otherwise stated in the Contract.

2.6 Audits

The Awarded Vendor agrees that the AEA Purchasing Operations Committee or its designated staff members may audit the Awarded Vendor's records to establish compliance to the Contract.

2.7 Defects and Damages

The Awarded Vendor shall accept returns for full credit on any product found to be deficient in quality or defective in packaging so as to render the item unsuitable for its intended purpose. Changes to Members' orders will not be accepted without prior approval of the school. Errors made by the Awarded Vendor must be corrected within seven (7) calendar days.

2.8 Sales Representation/Marketing

A designated contact who understands the terms and conditions of the Contract must be named by the Vendor and will be listed as a Vendor contact for Iowa Members for the Contract on printed material and on AEA Purchasing's website. All correspondence and marketing efforts regarding the Contract shall include the AEA Purchasing logo and a statement regarding the partnership between the Awarded Vendor and AEA Purchasing.

AEA Purchasing Logo. Awarded Vendor may use the AEA Purchasing logo in the promotion of the Contract to AEA Purchasing Members with the following stipulations: the logo may not be modified in any way; when displayed, the size of the AEA Purchasing logo must be equal to or larger than the Vendor logo; the AEA Purchasing logo is only used to communicate the availability of products and services under the Contract to AEA Purchasing Members. Any other use of the AEA Purchasing logo requires prior written permission from AEA Purchasing.

Awarded Vendor Logo. AEA Purchasing may use the Vendor's name and logo in the promotion of the Contract to Members. Use of the logos may be on AEA Purchasing's website or on printed materials. Any use of Vendor's

logo by AEA Purchasing must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to AEA Purchasing from time to time.

Media Releases. Awarded Vendor will not make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media pertaining to AEA Purchasing, the impending Contract or a resulting Contract, without the prior written approval of AEA Purchasing, and then only in accordance with explicit written instructions provided by AEA Purchasing during review and approval. In addition, Awarded Vendor/contractor will not use the name, logo, trademarks or other proprietary identifying symbol of AEA Purchasing or its affiliates without such consent.

2.9 Compliance with Program Requirements

The Awarded Vendor shall comply with all applicable State and Federal laws, regulations and certification requirements of the State of Iowa and all rules and regulations of the Iowa Department of Education.

2.10 Vendor Equal Opportunity Requirements

Vendors submitting bids must be an "Equal Opportunity Employer" as defined by law and regulation.

2.11 Affirmative Action- Contract Compliance

The Awarded Vendor is prohibited from engaging in discriminatory employment practices forbidden by Federal and State law and executive orders pertaining to equal employment opportunity and affirmative action. The Awarded Vendor may be required to have on file a copy of their affirmative action program. Failure to fulfill these non-discrimination requirements shall be regarded as a material breach of the Contract and may cause the Contract to be canceled, terminated, or suspended in whole or in part. The Awarded Vendor may be declared ineligible for future contracts or subject to other sanctions as provided by law or rule for said breach.

2.12 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses (TSB) (Iowa Code, Chapter 73 and 481 Iowa Administrative Code, Chapter 25). When entering into a contract with AEA Purchasing, the Awarded Vendor is required to warrant that it has taken documented steps as legally required to encourage participation from TSB's for the purpose of subcontracting and supplying of materials. To apply for certification as a TSB, contact the Iowa Department of Economic Development. tsbcert@iowaeda.com

2.13 Compliance with Proposal

The Vendor will be required to furnish all information as specified herein. AEA Purchasing and the Issuing Officer of this solicitation reserve the right to waive compliance on minor technicalities in the specification, to reject any or all proposals, and to accept the proposal(s) which appear to be in the best interest of AEA Purchasing.

2.14 Taxes

Prices quoted shall not include State or Federal taxes from which the AEA Purchasing Member is exempt. The necessary exemption certificate will be furnished upon request by the Vendor.

2.15 Separate Bids

If the Vendor wishes to submit an alternate proposal(s), said proposal(s) must be submitted via Public Purchase and must be appropriately identified as a separate bid(s). All conditions required for an initial proposal are applicable for separate alternate proposal(s).

2.16 Infringement

The Awarded Vendor warrants all goods purchased shall be delivered free of the rightful claim of any third party for infringement of the third party's proprietary rights.

2.17 Remedies Upon Default

Any of the following events shall constitute cause for an AEA Purchasing Member to declare an Awarded Vendor in default of its obligations under its Contract. Non-performance of Contract includes:

- A. Failure by Awarded Vendor to make substantial and timely progress toward performance of the Contract.

- B. Failure of items provided by the Awarded Vendor to meet specifications noted herein.
- C. Breach of any Contract terms.

AEA Purchasing shall issue a written notice of default providing therein for a five (5) business day period, in which the Awarded Vendor shall have an opportunity to cure, provided that cure is possible and feasible, as determined in the sole discretion of AEA Purchasing. If, after opportunity to cure, the default remains, or if no cure is possible or feasible, AEA Purchasing or the AEA Purchasing Member may do one or more of the following:

- D. Procure goods or services in substitution from an alternate source, in which case the defaulting Awarded Vendor will reimburse the Member for the difference between the Contract Price and alternate price.
- E. Immediately terminate the Contract and exercise any other remedy provided by law.
- F. Awarded Vendor shall not be considered to be in default under the Contract if performance is delayed or made impossible by an act of God, flood, fires, etc.

The fact that the delay resulted from a sub-vendor's conduct, negligence or failure to perform shall not excuse the Awarded Vendor from the provisions of the Contract. Should the AEA Purchasing Member obtain a money judgment against the Awarded Vendor as a result of a breach of the Contract, Awarded Vendor consents to such judgment being set-off against monies owed to the Awarded Vendor by the AEA Purchasing Member under the Contract or any other contract.

2.18 Assignment-AEA Purchasing Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with Awarded Vendor, consistent with the terms and conditions of said Contract, to any successor organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

2.19 No Quantity Guarantees

Members are not prohibited from obtaining products and related services from sources other than the Awarded Vendor during the Contract Term. AEA Purchasing makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

2.20 Right to Terminate Contract

AEA Purchasing reserves the right to terminate the Contract entered into with the Awarded Vendor immediately if AEA Purchasing's continued performance is prohibited by operation of law or court decision. In the event AEA Purchasing exercises this right, the Awarded Vendor agrees to continue to serve AEA Purchasing Members under the terms of the Contract through the end of the school year (July 1 to June 30) in which the termination occurs. unless to do so is prohibited by operation of law or court decision AEA Purchasing also reserves the right to terminate the Contract upon thirty (30) days' notice whenever the Awarded Vendor does not comply, to AEA Purchasing's satisfaction, with the terms of the Contract.

CHAPTER 3 SPECIFIC TERMS AND CONDITIONS

3.1 Purpose and Intent

The purpose of this RFP is to provide a comprehensive procurement program that will provide competitive pricing and high quality products for academic versions of operational software, including, Microsoft, Adobe, Google Ed Plus, VMWare, AutoCAD, KnowB4, and other academic versions of software products to Iowa's Area Education Agencies', public school districts and other academic related organizations.

3.2 Administrative Fee

In an effort for AEA Purchasing to cover costs associated with selection, marketing and distribution of materials, Awarded Vendor(s) will pay AEA Purchasing an administrative/management fee of 2% of all Contract sales in the State of Iowa during the Contract Term, including license renewals.

3.3 Reporting

Awarded Vendor shall submit a quarterly report of sales for the total AEA Purchasing membership within the first forty-five (45) days of the reporting period. These reports are used to create individual savings profiles for each Member. Reports must be submitted via e-mail in Excel format, shall identify the Awarded Vendor and time period being reported, and shall include a minimum of the fields listed below:

- A. Date of order
- B. Member
- C. List or academic price sales totals
- D. AEA Purchasing price sales totals
- E. Member savings totals

An annual report showing item details of most commonly ordered items through the Contract will also be required upon request.

3.4 Responsibilities of Awarded Vendor

- A. Be an OEM or be certified as an authorized reseller for the products being proposed.
- B. Provide sales staff representation to all Members.
- C. Provide training and assistance to AEA Purchasing Members as requested.
- D. Accept orders from AEA Purchasing Members at any time during the Contract Term.
- E. Invoice and deliver product directly to AEA Purchasing Members. All invoices for payment shall be sent directly to the AEA Purchasing Member ordering under the terms and conditions of this RFP. The AEA Purchasing Member will make payment directly to the Awarded Vendor(s).
- F. Periodic reviews shall be held for the duration of the Contract (including any extension periods) as needed to review product availability and pricing (see also section 3.6.B & 3.6.C) of the awarded products.
- G. Vendors may be requested to establish an on-line ordering system that allows agencies to order products on-line.
- H. Quarterly reviews will be held at the discretion of AEA Purchasing. Reviews may include discussions on new features or products.

3.5 Responsibilities of AEA Purchasing

- A. Assist with purchases of participating AEA Purchasing Members if requested.
- B. Provide an AEA Purchasing staff member to represent the membership in all program functions and activities of AEA Purchasing.
- C. Assist the Awarded Vendor(s) to jointly promote the Contract.
- D. Assist the Awarded Vendor(s) with distributing information to AEA Purchasing Members.
- E. AEA Purchasing will manage the audit of the Awarded Vendor(s) to insure total compliance with the Contract.

3.6 Pricing

- A. All pricing information shall be submitted online using Public Purchase. All product/catalog line item prices submitted shall **include a 2% Administrative Fee within the line item price and also include shipping & handling**. All items shall be shipped FOB Destination (see exception in 3.8).
- B. Vendors are **required to include the Manufacturers Suggested Retail Price (MSRP)** alongside the bid price field of Attachment 4, or provide an uploaded document with the MSRP listed along with each item being proposed.
- C. As awarded products reach the end of their lifecycle, specifications for replacement products shall be submitted to AEA Purchasing for review and approval. It is expected that pricing shall remain valid for the Contract Term, including the twelve-month renewal options and shall be the same or lower for any product replaced. If a Vendor receives a verifiable, general price adjustment from the manufacturer and provides documentation to AEA Purchasing before products are ordered, the Vendor may be allowed to adjust their bid price accordingly.
- E. Pricing for software products must then be uploaded via Attachment 4.
- F. Items shall be awarded to a single Vendor as is in the best interest of AEA Purchasing Members.
- G. Brand names may or may not be specified by AEA Purchasing.

3.7 Condition

All items bid are to be new. Vendors may submit price quotations on any or all of the items contained on these lists.

3.8 Shipping

The bid price should include all shipping fees, if applicable.

3.9 Exceptions

- A. Any and all exceptions to bid conditions and specifications must be noted as part of the Vendor's bid, in the 'Notes for Agency' field, or may be provided in a separately uploaded document. (See Chapter 2.2.)
- B. Any required quantity to receive pricing should be noted in the 'Notes for Agency' field or may also be provided in a separately uploaded document.

3.10 Warranty

Vendor represents and warrants to AEA Purchasing and each Member that: (a) each product will perform according to the specifications (b) the product is suitable for the ordinary purposes for which such product is used, (c) the product is designed and manufactured in a commercially reasonable manner, and (d) the product is free of defects, liens and of a merchantable quality.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

3.11 Insurance

Vendor, at its expense, shall maintain during the Contract Term, commercial general liability insurance (including products liability coverage) with an insurance company doing business in the United States of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

CHAPTER 4 TIMELINE

4.1 Contract Timeline

RFP released.....	
.....09/08/2023	
Vendor questions due 5:00 p.m.....	9/22/2023
Answers to questions posted no later than 5:00 p.m.....	9/26/2023
Proposals due 9:00 a.m.....	10/03/2023
Bid opening 9:00 a.m.....	10/03/2023
Bid award approved by Purchasing Operations Committee.....	11/08/2023
Awarded Vendors Notified.....	11/10/2023
Contract Term.....	01/01/2024-12/31/2024
Optional Contract extension (one year).....	01/01/2025-12/31/2025
Optional Contract extension (one year).....	01/01/2026-12/31/2026

4.2 Date, Time and Place to Submit Proposal

Pursuant to the action of the AEA Purchasing Operations Committee, electronic bids will be received via Public Purchase until October 3, 2023 at 9 a.m. Central Standard Time. Print, e-mail and faxed proposals will not be accepted.

At the time of the opening of the bids, **only the identity of the Vendors will be announced.** Bids will not be available for public inspection at the time of the opening. Bids will be tabulated and open for public inspection within five (5) business days after the award date noted in Section 4.1.

CHAPTER 5 PROPOSAL FORMAT AND CONTENT

5.1 AEA Purchasing Issuing Officer

All inquiries concerning this RFP shall be submitted via Public Purchase.

Name: Joni Puffett, CPPB

E-mail: joni@aeapurchasing.org

5.2 Format of the Proposal

The official proposal must be submitted electronically via Public Purchase. All answers that are given to the questions asked in the RFP attachments are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The Official Proposal, submitted via Public Purchase, shall consist of the following elements:

- A. Cover or Title Page including 24-26SOFTAEPURCH and **appropriately marked whether it is the original, a copy or a public copy**
- B. Cover letter
- C. The Vendor shall provide response to Attachment 1: Vendor Worksheet
- D. The Vendor shall complete Attachment 2: Vendor Signature Page
- E. Vendor shall download Attachment 4, complete and attach it to the final submitted proposal.
- F. Any additional information the vendor would like to provide regarding the MSRP or required quantities.

5.3 Efficient Proposals

The proposal should be prepared simply and economically, providing straightforward, concise descriptions of the Vendor's ability to meet the requirements. Elaborate proposals (i.e. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired and will receive no evaluation credit. Emphasis should be on completeness and clarity of content in the format specified.

CHAPTER 6 EVALUATION CRITERIA

6.1 Criteria for Contract Award

Contract award and acceptance shall be based on, but not limited to the following:

- A. Competitive pricing
- B. Vendor's past performance, reputation and references
- C. Vendor's ability to provide service and support for a statewide Contract
- D. Quality and completeness of the vendor RFP worksheet (ATTACHMENT 1)
- E. Quality of product
- F. Proposed value added services including marketing, support material, etc.
- H. Desirability of a product based on past or current demand