

# **US Educational Technology Purchasing Alliance Information Technology Equipment & Services**

## **Request for Proposal For:**

**Security and Detection Products, Professional Services for Evaluation, Design, Planning, Installation, and Configuration and all related Products, Services and Solutions.**

**Issue Date: September 19, 2019**

**Deadline for Questions: September 30, 2019**

**RFP Response Date: October 21, 2019**

**Awards Date: October 28, 2019**

### **RFP Contact**

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**919.391.9558**

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## US Educational Technology Purchasing Alliance

### (USETPA)Se

July 19, 2019

#### Request for Proposals

#### Notice to Proposers of Terms and Conditions

This RFP is co-authored by Lake Bluff School District 65 (IL) and the USETPA on behalf of its clients and subscriber institutions. The USETPA is not currently seeking goods or services but are conducting this bid for the purpose of accelerating public funding and obtaining advantageous pricing. Any questions regarding the RFP must be made by email ([info@usetpa.com](mailto:info@usetpa.com)) to the USETPA. Directly contacting the above school district will result in disqualification from the bidding process.

The US Educational Technology Purchasing Alliance (USETPA) is non-profit issuing contracts on behalf of a consortium of Subscribers (schools/school systems/libraries/Head Start Agencies/local government units/community colleges/higher educational institutions and other public entities) to obtain the best available pricing for goods/services to be purchased by the Subscribers. The USETPA has Subscribers in multiple states. The contracts issued by the consortium are used both for securing government funding and for Convenience Contract purposes. The contracts are managed on behalf of the USETPA and its subscribers by Consortia Purchasing Advisors, LLC.

Vendors may have geographical limitations to their response. Appendix G must be completed to indicate in which states the response is to be considered valid. Vendors may further separate pricing into multiple geographic responses if there is a cause for a pricing variance. Please explain, in detail, the reasons in the RFP response.

It is also understood that state and local procurement law(s) as well as subscriber preference(s), can dictate that users of convenience contracts select firms that have distribution/licensing/registration and/or sales and service facilities located within their home state. Appendix G also requires that respondents indicate in which states a physical presence is maintained.

**Co-authored by the US Educational Technology Purchasing Alliance. (Any questions regarding the RFP must be made by email ([info@usetpa.com](mailto:info@usetpa.com)) to the USETPA; directly as contacting this local district, Lake Bluff School District 65 (IL), will result in disqualification from the bidding process).** We are seeking qualified Vendor(s) to supply the following:

## Categories List:

### Category 1 (One): Detection Infrastructure/Services:

**A. Scope of Work:** Vape Detection Sensors, applicable equipment and installation services, at consortium level discounted pricings. Response should clearly define complete functionality of solution, possibly including but not limited to; Vape detection, THC detection, sound detection, air quality monitoring, and chemical detection. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories.

**Objective:** USETPA's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through USETPA's purchasing procedures.

USETPA intends to award this solicitation to one or more vendors based on who can offer an acceptable proposal that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract as long as pricing is consistent in the service area and designated suppliers adhere to the terms outlined in this solicitation.

USETPA encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

1. Pricing discounts offered on a full range of quality products and supplies.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.

**B. Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). This solicitation category is new for USETPA and is being conducted on behalf of participation agencies.

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and

2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

Vendors may subdivide the Category for pricing discounts. **Vendors may specify different discount level(s) for volume purchase(s) or offer volume purchase discounts to USETPA at any time through this RFP during the contract period. All pricing discounts are made on a 'to not exceed' basis meaning that vendors may elect to offer prices lower than those stated in their bid, but not higher.**

The purpose of this document is to provide general and specific information for use by Vendor(s) in submitting a proposal to supply the USETPA with information technology goods and services as listed above in accordance with N.C.G.S. 143-1 29.8. The USETPA intends to award an indefinite quantity contract for a five-year term, with the option of an extension in and equal term as a result of this RFP. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the USETPA for pricing, maintenance and support, and any value-added services.

You are being asked to submit a proposal in a **sealed** envelope at this time in accordance with the attached specifications and within the terms and conditions herein set forth, as well as an electronic version of the same proposal.



**Address for sealed bid submission:****USETPA****Attn: Senior Contract Administrator, (Vendor Name) Request for Proposals****3100 Dick Pond Rd, Ste E.****Myrtle Beach, SC 29588**

Individual manufacturer/distributor certified dealers and/or Original Equipment Manufacturers (OEM) are encouraged to submit bids, even if only a selection of the equipment/services are bid (ex: switches and/or wireless access points) as long as this is specified on the bid page. Do not list items if you are not submitting bids on those items.

For this solicitation the US Educational Technology Purchasing Alliance, will allow schools, libraries and other public agencies to purchase under the terms and conditions of the contract established with the selected vendor under the provisions of N.C.G.S. 143-129(e)(3).

## US Educational Technology Purchasing Alliance Request for Proposals

### I. SCOPE

#### 1.1 REQUIREMENT

The USETPA is soliciting proposals from qualified companies to enter into a Master Agreement for Technology Equipment/Services including but not limited to those specifically mentioned in this RFP. The RFP is subject to USETPA General Conditions and Instructions to Proposers and Special Provisions (Ref. Paragraph 2).

The Vendor(s) must deal directly with any USETPA client/subscriber (herein "Participating USETPA Subscriber") concerning product/service orders, credit applications, purchase and lease documents, collection disputes, invoicing, and payment. USETPA or its Subscribers shall not be held liable for any costs, damages, etc., incurred by any Participating USETPA Subscriber.

This Master Convenience Contract is a result of this Request for Proposal dated September 19, 2019 and shall be construed to be in accordance with and governed by the laws of the State of North Carolina.

Each Participating USETPA Subscriber enters into the Master Convenience Contract that allows the Participating USETPA Subscriber to purchase/finance products and services from the Vendor(s) in accordance with each participating USETPA Subscriber's purchasing policies and procedures.

#### 1.2 SCOPE OF PRODUCTS AND SERVICES

Responder should include all hardware and software provided through OEM agreements with the original manufacturer and included on the bidder's most recent published price list/catalog.

All new items to be furnished must be the manufacturer's current state-of-the-art and must be certified to be in current new production. All items delivered under this contract as new must be new. Refurbished items are not acceptable for new purchases.

#### 1.3 DEFINITIONS

##### **Contracted Manufacturer**

1. The original manufacturer awarded the contract to directly provide the products and services solicited in this document or
2. The holder of a re-labeling agreement authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors.

## **Distribution/Channel Partner**

1. A third party distributor or channel partner named in the contract held by the original manufacturer as authorized to provide the sales and support of the products solicited in this document or
2. A third party holding the contract and authorized by the original manufacturer to provide sales and support of the products solicited in this document directly or through certified sub-contractors.

**Manufacturer Maintenance-** Manufacturer offered and supported maintenance plans to include access to the manufacturer's technical assistance center, advanced replacement of parts (drop shipped) or advanced replacement of parts with labor, Plans typically will provide the purchaser options related to the level of support and responsiveness/deliver intervals (e.g. 8-5 next business day, 24/7 with 4 hour delivery).

## **RFP- Request For Proposal**

### **1.4 RESPONDER RESPONSIBILITIES**

For the purposes of this type of contract the responder should identify itself as one of the following:

1. The original manufacturer providing direct sales support of the products/services in full compliance with all terms and conditions of this contract.
2. The original manufacturer choosing to designate authorized distribution/channel partners certified to provide direct sales and support of the products in full compliance with all terms and conditions of this contract.
3. A third party authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of this contract. **SEE ATTACHMENT #1**
4. Holders of re-labeling agreements authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of this contract.
5. A reseller of distributor authorized original manufacturer products.

The responder must quote discount percentages for each category of hardware, software, and manufacturer's maintenance included on the manufacturer's published price list/catalog or a percentage discount for each item or categories included on the notarized typed listing of retail prices. USETPA reserves the right to delete any items offered and deemed, at the sole discretion of USETPA, to be outside of the intended scope of this RFP.

The responder should submit with the proposal, a copy of the most recent manufacturer(s) published price list/catalog and the GSA price list if available. **SEE ATTACHMENT 3** In the event that the published price list/catalog does not exist, a signed and notarized typed listing of retail prices and discounts of all categories (items if necessary) offered in the RFP response should be

submitted. Such price list/catalogs shall be for informational purposes only, terms and conditions contained therein are not applicable to this agreement. This price list and discount shall be updated as prices/discounts are changed or discontinued/added.

The responder should submit with the proposal, a copy of the current warranty offered by the manufacturer for each category of hardware/software bid(s).

- a. If not the original manufacturer, the responder should submit with proposal, documentation from the manufacturer certifying that the responding company is authorized to sell and support the products proposed. **SEE ATTACHMENT #1**
- b. If the responder is not authorized to service the products, the responder shall list the name(s), address(s) and phone number(s) of the manufacturer authorized/certified third party that will be utilized for service in full compliance with the terms and conditions of this contract and provide documentation of the agreement with the said third party.

The responder shall quote an hourly rate schedule for two (2) types of initial support upon request, or provide a fixed price Statement of Work (SOW) for deliverable-based services to the client.

- 1) Equipment Installation
- 2) Initial Software Configuration.

Both types of support shall only be made available by the responder and purchased by the Subscriber in direct support of, and in conjunction with a release order for the purchase of the hardware and software.

All documentation requested in the invitation to RFP should be submitted with the RFP response. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request for additional information. Failure to provide the requested information in the time allowed may result in the rejection of the bid response

Responder **MUST** obtain a Letter of Authorization from the manufacturer/distributor and **MUST** include the letter with their bid response. **SEE ATTACHMENT 1**

- 1) The Letter of Authorization **MUST** be on the Manufacturer's Letterhead stationery, dated and be signed by the Manufacturer's account executive responsible for the authorization.
- 2) The Letter of Authorization **MUST** certify that the bidder is an authorized manufacturer's representative/reseller and that an agreement exists between the Responder and manufacturer to supply the manufacturer's line of products to the USETPA Subscriber Purchasing Group.
- 3) Responder must notify USETPA and all current/future clients immediately of any change in the manufacturer authorization.
- 4) Channel Partner Agreements are acceptable provided they include all information and signatures in 1, 2 & 3 above.)























submitted, and three additional copies are requested. One proposed contract with USETPA must be included with the response, if different from the Appendix C.

#### D. COVER LETTER

A letter of introduction, including the name and address of the Vendor(s) submitting the proposal and the name, address, and phone number of the person(s) to contact who will be authorized to present and bind the Vendor(s) to all commitments made in the response.

#### E. VENDOR PROFILE

Provide a company profile including the organization which will directly support the USETPA. The bidder MUST submit a letter on their letterhead certifying in which states that they are authorized to operate contractually and sell within.

#### F. REFERENCES

Provide a list of the three most recent, comparable contracts, if any, which you have performed, and include references for each. The Bidder should provide/demonstrate a record of past performance indicating its ability to fulfill this contract. Each Bidder will include company name, point of contact/individual's name, individual's title and phone number for each reference provided and year and type of service provided. Include a list of failed projects, suspensions, debarments, and significant litigations, if any. In addition provide additional information as requested.

#### G. PROPOSAL

Provide your proposal in such a way that is clear, concise, and according to the business/technical specifications and pricing requirements.

#### H. APPENDIX OR ATTACHMENT TO PROPOSAL, (optional)

Provide additional supporting literature

#### I. ADDITIONAL REQUIREMENTS

All submitted equipment/services must be identified as E-RATE eligible if the Vendor wishes to bid for E-Rate discounts to USETPA Subscribers. This will be identified by listing an E-Rate discount in the appropriate column(s) of the response.

#### J. DOCUMENTATION

The successful Vendor (s) shall provide complete technical documentation of all products.

#### K. WARRANTY

The successful Vendor(s) shall warrant that all new equipment is **NEW**, in good working order, free from defects and in conformance to specifications. All equipment must conform to the manufacturer's official published specifications. The successful Vendor(s) shall agree to repair, adjust and/or replace any defective equipment within the warranty period at the successful Vendor's sole expense.

Bidders may add an optional provision for certified (refer to section I, subsection 1.2) refurbished equipment to be available for procurement under this contract, providing the Subscriber agrees in writing to accept warranted refurbished equipment. All equipment must conform to the manufacturer's official published specifications. The successful Vendor(s) shall agree to repair, adjust and/or replace (as determined by the USETPA Subscriber to be in its best interest) any defective equipment within the warranty period at the successful Vendor's sole expense.

#### **L. MAINTENANCE AND SUPPORT**

Each Vendor(s) must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs should be included. Routine maintenance shall include, but is not limited to: Error or defect correction, Updates, and Telephone Assistance.

#### **M. GENERAL REQUIREMENTS**

All equipment and material must be NEW and of the highest quality and reliability. Bidders may add an optional provision for certified (refer to section I, subsection 1.2) refurbished equipment to be available for procurement under this contract, providing the Subscriber(s) agree in writing to accept warranted refurbished equipment.

USETPA objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response unless written approval is obtained in advance of official submission. This applies to any language appearing in or attached to the document or contract as part of the bidder's response. Do not attach any additional terms and conditions. By execution and delivery of this document, including Appendix C, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

#### **N. INDEMNIFICATION**

In carrying out these works, the Vendor(s) will act as an independent contractor and must agree to keep the USETPA/USETPA Subscriber indemnified against any and all claims, actions or demands that may be brought, made, or arise in respect of anything done, or omitted to be done by its employees who shall be and remain at all times and for all purposes, the servants or employees of the Vendor(s).

#### **O. CANCELLATION**

The USETPA, reserves the right to cancel the contract resulting from this Request for Proposal if, in the USETPA's opinion, the service provided is not satisfactory or Vendor attempts to circumvent this RFP/Contract. In the event of cancellation, the Vendor(s) will have no right of action against the USETPA/USETPA Subscriber for damages; however, cancellation would not, in any manner, limit the USETPA's right to bring action against the Vendor(s) for damages for breach of contract. Ten days written notice of cancellation will be provided.



## P. INQUIRIES

All inquiries regarding this Request for Proposal must be in written form and directed to Senior Contract Administrator, via email, [info@usetpa.com](mailto:info@usetpa.com).

No verbal representations, promises, statements or advice made by any employee of the USETPA/USETPA Client/Subscriber should be relied upon.

All questions and answers will be posted on the USETPA website at [USETPA.org](http://USETPA.org).

## Q. ERATE REQUIREMENTS

Not applicable.

## R. AVAILABILITY OF FUNDS

Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the USETPA Subscriber for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal/state funds, the USETPA Subscriber's performance and payment shall be subject to and contingent upon the continuing availability of said federal/state funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the State Legislature/Local School Board for the purposes set forth in the Contract. If funds to effect payment are not available, the USETPA Subscriber will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected deliverables and software not yet delivered under this Contract, terminate any services supplied to the USETPA Subscriber under this Contract, and relieve the USETPA Subscriber of any further obligation thereof. The USETPA Subscriber shall remit payment for deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

## S. RECYCLING AND SOURCE REDUCTION

It is the policy of USETPA Subscribers to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. a. Companies are strongly urged to bring to the attention of USETPA Subscribers which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.

#### **T. ACCEPTANCE CRITERIA**

In the event acceptance of Deliverables is not described in additional Contract documents, the USETPA Subscriber shall have the obligation to notify Vendor, in writing, ten calendar days following installation of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable, such as visible damage or damage in performance as benchmarked to performing in accordance with standard OEM product specifications. Acceptance by the USETPA Subscriber shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures by vendor, final acceptance by Subscriber will be within thirty (30) days of testing/certification completion. Should the Deliverables fail to meet any specifications or acceptance criteria the USETPA Subscriber may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the USETPA Subscriber reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the USETPA Subscriber Agency within thirty (30) calendar days of notification, unless otherwise agreed by the USETPA Subscriber Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

#### **U. FIRM PRICE DISCOUNT**

Pricing applies to purchases made under the terms and conditions set forth in this document and are firm for the stated Agreement term. The pricing discounts will be applied against Vendor's then current, General Price List at the time of acceptance of the Purchase Order by Vendor/Dealer to determine the net price to be paid by the USETPA Subscriber for Products and Services under the Agreement. USETPA requires that dealers sell Products or Services at not less than the stated pricing discounts set forth in the Agreement, and dealer may offer additional incremental discounts, in their sole discretion to USETPA Subscribers. To the extent that an USETPA Subscriber proposes additional requirements or a change to the stated terms and conditions set forth in the Agreement, both Vendor/Dealer and the USETPA Subscriber may mutually agree to such change in writing in a separate addendum. All prices offered must be no higher than any offered to any other public contract.

#### **V. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS**

The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or vendor/dealers ("contractual personnel") who will engage in any service on or delivery of goods to USETPA Subscriber property or at a USETPA Subscriber sponsored event. The checks shall include at a minimum checks of the



















**Appendix C: Bidder Cover Form/Contract**

**Bidder Cover Form/Contract**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (N.C.G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the NC General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that we are not an ineligible vendor as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. By signing this proposal, upon an award of contract, bidder is bound by the terms and conditions of contracts as submitted to with response or in subsequent negotiations, except Appendix I is a nonnegotiable addendum to any contract that changes the original RFP. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect on Appendix I.

Bidder: ACP CreativIT LLC		FEDERAL ID OR SOCIAL SECURITY NO. 36-3423921	
Street Address: 851 Commerce CT		P.O. Box	Zip: 60089
City, State, Zip: Buffalo Grove IL 60089		Telephone Number: 847-541-6333	Toll Free Tel No.
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Jim Grass		Fax Number 847-541-6967	
AUTHORIZED SIGNATURE:	Date: 10/1/19	Email: jgrass@arlingtoncp.com	
Sales Contact: Hank Montgomery	Sales Contact Title: Sr. Acct Mgr	Sales Contact Email: hmontgomery@arlingtoncp.com	
Accounting Contact: Kendra Smith	Accounting Contact Title: Director Finance	Accounting Contact Email: ksmith@arlingtoncp.com	





## Appendix F: Piggyback Clause

### Piggyback Clause:

Indicate on document if vendor agrees that other state and local public agencies may purchase under this bid at the same prices, terms and conditions stated in these bid documents, at the discretion of the successful bidder. Sales territories where piggybacking is approved for should be defined in Appendix G.

Agencies participating in this bid shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold USETPA harmless from any disputes, disagreements or action which may arise as a result of using this bid.

My firm is agreeable to allowing piggybacking at the same price, terms and conditions

Sorry, I am unable to allow piggybacking for other state and local agencies

**Printed Name:** Jim Grass

**Signature:** \_\_\_\_\_

**Date:** 10/1/19







## Appendix I: USETPA Fees

**USETPA FEES:** In order to maintain and enhance the quality and quantity of USETPA contracts, all vendors agree to pay a 1.0-1.75% fee of all purchases made by the Subscribers to the Consortia Purchasing Advisors, LLC (CPA) for expenses related to the maintenance and management of the USETPA. This 1.0-1.75% fee is not to be included in the pricing structure submitted for the bid. USETPA Subscribers may not be charged this fee in any manner.

- Vendor shall pay the USETPA Administrative Fee in the amount of one to one and three fourths percent (1.0-1.75%) in accordance with the conditions of the Agreement. The USETPA Administration Fee is calculated by multiplying the one to one and three fourths percent (1.0-1.75%) times the “Net Purchase Price”. The “Net Purchase Price” is defined as Vendor’s product list price, minus all applicable contract discounts (the 1.0-1.75% Administrative Fee may not be included), rebates or value added incentives, and excluding sales, use or other applicable taxes.
- Manufacturers responding to RFP may elect to pay fee on behalf of Channel Partners or require that approved Channel Partners be responsible for the fee.
- The Administrative Fee percentage shall be calculated as 1.75% for the first \$10,000,000 per calendar year for all categories of services and equipment procured through a USETPA Master Contract. For every \$10,000,000 in additional sales a Vendor sells in a single calendar year, the fee shall be reduced by .25% on those sales until the lowest rate of 1% is achieved. The fee structure shall be as follows;

<b>Sales</b>	<b>Fee</b>
<b>\$0-\$10,000,000</b>	<b>1.75%</b>
<b>\$10,000,001-\$20,000,000</b>	<b>1.50%</b>
<b>\$20,000,001-\$30,000,000</b>	<b>1.25%</b>
<b>\$30,000,001 and above</b>	<b>1.00%</b>

- The USETPA Administration Fee, along with a corresponding sales report, will be remitted quarterly in the form of a check or electronic payment to the following:

- Consortia Purchasing Advisors/USETPA  
Attn: Reports Manager  
5 Revere Drive, Ste 200  
Northbrook, Illinois 60062
- Each remittance will include the time period covered including either a copy of the USEPTA Subscriber's correct invoice(s) or a data file including with all sales, dates, amounts and invoice numbers. The quarterly (calendar based) administrative fee shall be submitted by the last business day of the month for the previous quarter's actual sales (see table below). For example, the administrative fee for sales made in January-March is due by the end of April. A 1.5 percent (1.5%) per month charge will be added after the account is more than 30 days in arrears.

Sales Quarter	Report/Admin Fee Due Date
January-March	April 30
April-June	July 31
July-September	October 31
October-December	January 31

- **CONTRACT REPORTING REQUIREMENTS:** The Vendor/Dealer will be required to process quarterly usage reports via email to the CPA Reports Manager for all contracts. Report must be completed by the end of the month following the "sales" quarter. All "sales" must be reported. If "No Sales" are achieved for a specific quarter, then "Zero" (0) must be reported for that specific quarter. Failure to report the monthly activity by the 30th of the following month is grounds for cancellation of the contract, while not waiving any fees owed at that time or for the duration of any existing agreement between clients/subscribers and vendors. USETPA reserves the right to collect all owed fees at the expense of the vendor. If personal assistance is required, please contact the USETPA.
- Some contracts may require more stringent and timely reporting requirements, which must be met as specified separately
- Submission of Monthly Reports Email Address: **reports@cpadv.info**

## Appendix J: USETPA Summary

### US Educational Technology Purchasing Alliance

#### Summary

**Mission:**

To aggregate the demand for technology goods/services on behalf of K12 public and private schools, Head Start organizations, libraries, local government entities and all other public agencies to bargain for lower prices and better terms than most of these entities can achieve on their own and to lessen the time and expense of conducting local bids for good/services.

**Subscriber status:**

USETPA has issued RFPs and awarded convenience/master contracts to multiple vendors for the same service in order to achieve wide geographical coverage and to allow for vendor preference. Subscriber status is open to all eligible schools, libraries and public agencies at no cost. There is no legal obligation on behalf of any Subscriber to the alliance and there is no mandatory requirement on behalf of any Subscriber to use the contracts offered by the Alliance. Initially, bids were conducted in association with numerous professional organizations on behalf of all North Carolina K-12 public and private schools, Head Start organizations, and public libraries. The contracts have since been expanded to include local government agencies and used in 25 separate states. This RFP is specifically targeted to expanding the number of qualified vendors in additional sales territories as well as provide terms and conditions that comply with additional state purchasing laws.

When using USETPA contracts, Subscribers will not have to conduct their own bids for goods/services and will not have to file their own E-Rate Form 470's. This will save them considerable time and insure local boards that all proper bidding requirements have been met, including the best possible pricing for goods/services. Non-Subscriber entities are eligible to use the contract and be in compliance with the terms and conditions of the convenience contract providing that the sale is registered with the USETPA on the USETPA website and copies of all purchase orders are remitted to the USETPA. Only formal Subscribers may use the USETPA Form 470 for E-Rate purposes.

**Products:**

USETPA issues bids on behalf of its Subscribers for a comprehensive array of technology goods/services that include both E-Rate eligible and non-eligible goods/services.

The items covered include telephone, cellular, internet access, wide area network, hosted email, web hosting, and hosted VoIP telephone recurring services as well as equipment including computers, servers, switches, wireless and wired local area networks, cabling/wiring, tablets, and maintenance.

Individual RFP(s) have been issued to cover a broad category of products. Vendors are encouraged to respond to all or parts of each RFP. USETPA expects demand to be in excess of \$10,000,000 for most categories. Additional goods/services will be added as Subscriber status identifies new products for which they would like to receive bids. Future RFPs are planned for other goods and services including Office Supplies and Furniture.

To be apprised of future opportunities and receive RFP notifications, vendors are encouraged to register at [www.usetpa.org](http://www.usetpa.org).











## Appendix O: Edgar Compliance

The following provisions are required and apply when federal funds are expended by USETPA Approved Entity for any contract resulting from this procurement process. The USETPA Approved Entity is the subgrantee or subrecipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, is applicable.

- (A) **Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by Approved Entity, Approved Entity reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

*Does Vendor Agree? Yes*     JG     *initials of authorized representative*

- (B) **Termination or cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rules (B) above, when federal funds are expended by Approved Entity, Approved Entity reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Approved Entity also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Approved Entity believes, in its sole discretion that it is in the best interest of approved Entity to do so. The vendor will be compensated for work performed and accepted and goods accepted by Approved Entity as of the termination date if the contract is terminated for convenience of Approved Entity. Any award under this procurement process is not exclusive and Approved Entity reserves the right to purchase goods and services from other vendors when it is in the best interest of Approved Entity.

*Does Vendor Agree? Yes*     JG     *Initials of authorized representative*

- (C) **Rights to Inventions Made Under a Contract Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Does Vendor Agree? Yes           <sup>JG</sup>           *Initials of authorized representative*

- (D) **Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Compliance with the Contract Work Hours and Safety Standards Act require;**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.



**parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Authorized Entity, the vendor certifies that during the term of an award for all contracts by Authorized Entity resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor Agree? Yes           <sup>JG</sup>           *Initials of authorized representative*

- (G) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Authorized Entity, the vendor certifies that during the term and after the awarded term of an award for all contracts by Authorized Entity resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds to



**(J) Equal Employment Opportunity-Except as otherwise provided under CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in CFR § 60-1.3 will include the EOC provided under CFR § 60-1.3.**

During the performance of this contract, the contractor agrees as follows;

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules,



