

**REQUEST FOR PROPOSALS  
PROJECT NO. 061119  
MICROSOFT PRODUCTS – COE-WIDE**

The Kings County Office of Education ("COE") seeking proposals from a Microsoft-authorized education reseller ("Reseller" or "Contractor") to provide specified Microsoft Products and Professional Services.

**PROPOSAL DUE DATE: JUNE 28, 2019 AT 10:00 AM**

All inquiries concerning the project should be directed via email to:

Edward Bonham, Chief Technology Officer, at [edwardb@kingscoe.org](mailto:edwardb@kingscoe.org); or Christopher Wolfe at [christopher.wolfe@kingscoe.org](mailto:christopher.wolfe@kingscoe.org).

It is mandatory that all contractors wishing to provide a proposal on this project shall deliver their proposals to Kings County Office of Education, located at 1144 W. Lacey Blvd. Hanford, CA 93230, no later than June 28, 2019 at 10:00 am. Proposals received after the due date or other locations will not be accepted.

Time is of the essence. The COE reserves the right to reject any and all submissions, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process. The Contractor's submission of a proposal is recognition of this right. The award of a contract, if made by the COE, will be by action of the Governing Board.

All written requests for clarification regarding the scope of work or contract terms and conditions as stated in the RFP must be received in writing before June 21, 2019 at 10:00 am. Submit all requests for clarification to Edward Bonham, Chief Technology Officer, 1144 W. Lacey Blvd. Hanford, CA 93230, or via email to [edwardb@kingscoe.org](mailto:edwardb@kingscoe.org), or Christopher Wolfe at [christopher.wolfe@kingscoe.org](mailto:christopher.wolfe@kingscoe.org). If the substituted term or condition is acceptable, the COE will approve it in an Addendum issued to all bidders of record.

**1. Introduction**

**1.1 Objective:**

The COE seeks to obtain Products and Professional Services through the Microsoft Volume Licensing Programs, as well as the use rights for Software Products, as found in the "Product Terms" published May 1, 2019 to support a Microsoft Academic Volume Licensing program. A copy of the Product Terms can be found at <https://www.microsoft.com/en-us/licensing/product-licensing/products>. Alternatively, the Product Terms can be procured, in hard copy or in PDF format, through a request to Edgar Manolo at the address listed above.

Microsoft requires an authorized education reseller ("Reseller") to be awarded and administer the Microsoft Academic Volume Licensing program. Therefore, the purpose of this Request for Proposal ("RFP") is to establish a contractual relationship with a Reseller to serve the purpose of

consulting, procuring, supporting, and distributing Microsoft academic volume licensing, products, and services to the COE pursuant to Public Contract Code section 20118.2. A copy of the draft Reseller Agreement is available upon request.

Reseller must be able to meet or exceed the requirements for the products and services described herein. The COE is seeking a single Reseller to support and deliver all licensing programs. As will be stated below, this RFP contemplates a "piggyback" contract. As a result, other public agencies may make orders based on the contract. The selected Reseller will assist in providing information about the Microsoft products, and assist the COE and interested purchasers in the acquisition and administration of the purchased Microsoft products. Reseller shall appoint a primary representative to work with the COE’s representative and the designated representative of those agencies that purchase pursuant to the piggybacking provision of the agreement ("Participants").

General considerations and recommendations to keep in mind:

- The COE seeks a Reseller that will create a positive and productive experience for COE and the public agencies that shall purchase these services. Therefore, criteria other than price will be considered when selecting a Reseller.
- Customer support, training, & communication by the Reseller with California public agencies will be held in high regard as it will result in better customer experience and satisfaction, as well as increased efficiency and return on investment for Participants' technology needs.
- The Reseller should have a proven track record and references demonstrating management and support of projects of similar size and scope.

The Microsoft Academic Volume Licensing program includes the products as set forth in Exhibit "A" hereto.

The contract award will be made on a “Best Value” basis as will best serve the needs of the COE and other public agencies.

**1.2 Products and Services Sought:**

The COE seeks pricing for Microsoft Academic Volume Licensing program. In addition to pricing for the itemized products listed below (or equivalent), the COE anticipates the need for additional products from the Microsoft catalog. The sampling of prices will be used an index to evaluate the bid for procurement of all Microsoft businesses and services as a whole.

<b>Microsoft Academic Volume Licensing</b>		<b>Price</b>
<b>Baseline Packages</b> (or equivalent)		
AAD-38391	M365 EDU A3 ShrdSvr ALNG SubsVL MVL Per User	
AAD-38400	M365 EDU A5 ShrdSvr ALNG SubsVL MVL Per User	
AAD-38392	M365 EDU A3 ShrdSvr ALNG SubsVL MVL Per User for CoreCAL	
AAD-38401	M365 EDU A5 Step-up From ShrdSvr ALNG SubsVL MVL Per User	
<b>Server Options</b> (or equivalent)		

9GS-00495	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic	
9GS-00128	CISSteDCCore ALNG LicSAPk MVL 16Lic CoreLic	
9GA-00006	CISSteStdCore ALNG LicSAPk MVL 2Lic CoreLic	
9GA-00308	CISSteStdCore ALNG LicSAPk MVL 16Lic CoreLic	
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	
9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	
9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	
359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL	
228-04437	SQLSvrStd ALNG LicSAPk MVL	
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	
<b>Services (or equivalent)</b>		
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	
54R-00098	MSImgnAcadmy ALNG SubsVL MVL Srvcs	

### 1.3 Scope of Work:

The following describes the expected scope and requirements to be carried out by the Reseller that is awarded the contract pursuant to this RFP. Resellers are required to indicate their ability to satisfy the requirements as detailed below:

- a) Only proposals from Microsoft authorized Licensing Solutions Provider Resellers (Reseller) will be considered. The Reseller must have a very good relationship with Microsoft.
- b) The Reseller will provide Microsoft software products and related Reseller services for the Microsoft Academic Volume Licensing program to the COE and Authorized Users.
- c) The Reseller will be required to work closely with the COE and ensure the required documentation is in place as needed. Participants will subscribe to a product baseline packages with the option to add a variety of other products.
- d) The Reseller will be required to execute the numerous enrollment options available from Microsoft. The Reseller is required to thoroughly review the provisions of the Microsoft agreement, submit an executed enrollment agreement and obtain an enrollment number, prior to placing orders under this contract.
- e) The Reseller will provide all sales, support, management and reporting services required to process and account for Authorized User requests for Microsoft software products and Reseller services under the applicable Microsoft software licensing agreement.
- f) The Reseller will act as the primary liaison for the COE and therefore will assign a dedicated sales team specific to the COE, including representatives residing in California, tele-presence team members available during California business hours, and Microsoft licensing and technical specialists.

g) The Reseller will be responsible for servicing and administering each enrollment underneath the agreement, ensuring prompt processing of all enrollment forms, and ensuring each enrollment is properly placed pursuant to the Microsoft Academic Volume Licensing program.

h) The Reseller will provide requested written and/or oral contract quotations to Authorized Users, which shall include at a minimum:

- i. Microsoft Product Number
- ii. Microsoft Product Name
- iii. Quantity
- iv. Price

i) The Reseller will promptly report all orders to Microsoft in accordance with the provisions in the applicable agreement.

j) The Reseller will generate and issue electronic and paper copy "Order Confirmation Reports" for each software product (i.e. license and/or maintenance) ordered by the COE and Authorized Users. This report will be issued for purchases, including those orders that may be aggregated on a single purchase order document, and provided to Authorized Users within 15 days after request and should include, at a minimum:

- i. The name of Authorized User (ordering entity)
- ii. Authorized User's purchase order number to Reseller
- iii. Microsoft Master Agreement Number
- iv. Microsoft Enrollment Number
- v. Microsoft product number and quantity ordered
- vi. Microsoft product description (Software language and/or version number)

k) The Reseller must provide and support the electronic software distribution program for students, faculty and staff in support of student option, work at home rights, and home use program.

l) This RFP contemplates a "piggyback" contract, whereby other public agencies may make orders based on this contract. The selected Reseller will assist in providing information about the Microsoft products, and assist interested purchasers in the acquisition and administration of the Microsoft products. It is required that members of this team be thoroughly trained and experienced in the requirements and processes related to Microsoft academic licensing programs, related software assurance benefits, and Microsoft products and solutions.

#### **1.4 Period of Performance:**

The COE is seeking proposals that are based upon a three (3) year contract term, with the option to extend for two additional one (1) year terms. The initial contract term shall start on or about August 1, 2019. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form, and shall include any requests and justifications for adjustment in compensation. If Contractors can provide "better" rates by extending the length of the contract, please provide this option as part of your RFP response.

### **1.5 Piggybacking:**

The COE intends to make this contract available to members of the California education community pursuant to Public Contract Code sections 20118 and 20652. By responding to this RFP, Contractor agrees to allow the COE and other public agencies in the State of California to purchase items found in the Microsoft catalog, including products that are not explicitly stated in the pricing matrix found in the Request for Proposal on the same terms and conditions during the term of the contract, and any extension thereof. Public agencies may order additional items in quantities of one or more. Any liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the agency placing the order.

### **1.6 Reservation of Rights:**

COE reserves the right to award all, none, or select portions of this RFP to one or multiple contractors. COE reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process.

COE reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted at the COE. In the event COE shall modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any Reseller shall be deemed to include any and all modifications reflected in any addenda issued.

COE reserves the right to conduct a background inquiry of the selected Reseller which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, Reseller consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

COE shall have the right to negotiate any and all of the final terms and conditions of any contract with Reseller and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between COE and any Reseller; (ii) create any obligation for COE to enter into a contract with any firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

**PROVISIONS REQUIRED BY LAW:** CONTRACTOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this RFP. These provisions of law and any clause required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein.

## **2. Proposal Instructions**

## 2.1 Proposal Form and Deadline:

Proposals are to be clearly marked as follows:

PROJECT NO. 061119 – MICROSOFT PRODUCTS – COE-WIDE

Proposals, together with any additional materials as required shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the Contractor's name, the proposal designation and the date and time for opening of proposals. Contractor is solely responsible for ensuring that proposals are received by the deadline. In accordance with Government Code section 53068, any bid received after the deadline shall be returned to the bidder unopened.

Proposals shall be submitted to:

Edward Bonham  
Chief Technology Officer,  
1144 W. Lacey Blvd.  
Hanford, CA 93230

Proposals must be received by no later than June 28, 2019 at 10:00 am and include the following:

- Master Bound Hardcopy Proposal in a binder that allow for easy removal of pages
- Additional Bound Hardcopy Proposal in a binder that allow for easy removal of pages
- Electronic Proposal on CD or Flashdrive

PROPOSALS SENT VIA EMAIL WILL NOT BE ACCEPTED

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

## 2.2 Calendar of Events:

Event	Details	Date
RFP Posted	COE Office 1144 W. Lacey Blvd. Hanford, CA 93230	June 11, 2019
RFP Advertised	<a href="https://hanfordsentinel.com">https://hanfordsentinel.com</a>	June 11, 2019 June 18, 2019
Last Day to Submit RFIs/Questions	Edward Bonham Chief Technology Officer, 1144 W. Lacey Blvd. Hanford, CA 93230 <a href="mailto:edwardb@kingscoe.org">edwardb@kingscoe.org</a> or Christopher Wolfe at	June 21, 2019 10:00 am

	christopher.wolfe@kingscoe.org	
Responses to Questions/RFIs posted	COE Office 1144 W. Lacey Blvd. Hanford, CA 93230	June 25, 2019
Proposal Submission Deadline		June 28, 2019 10:00 am
Intent to Award Posted (anticipated)	COE Office 1144 W. Lacey Blvd. Hanford, CA 93230	July 8, 2019
Protest Deadline (anticipated)	5:00 p.m. on 3rd business day following bid opening date	July 11, 2019 5:00 pm
Board Approval (anticipated)		TBD July 2019

All dates subject to change at the sole discretion of COE. Please continue to check with our Chief Technology Officer throughout the proposal and selection periods for updates.

A Contractor may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to the designated COE contact, signed by the Contractor or authorized agent. The Contractor may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

### **2.3 Proposal Submission Checklist:**

- Contractor Proposal
- Pricing Sheet
- References
- Acknowledgement of Amendments to RFP
- Contractor Certification
- Piggyback Clause
- Non-Collusion Declaration
- Debarment Certification
- Drug Free Workplace Certification (optional with submission, required upon notification of award)
- W-9 (optional with submission, required upon notification of award)

### **2.4 Request for Information (RFI):**

Contractor is responsible for submitting a written request for interpretation ("RFI") or correction by the RFI/Question deadline specified above. There shall be no verbal understandings or clarifications recognized by the COE. Any interpretation or correction will be posted at the COE's office, and the interpretation of the COE shall prevail. Contractor is responsible for monitoring the COE's office for RFI Responses, RFP Amendments, changes, updates, revisions and/or uploaded documents. Contractor's submittal of a proposal without a written request for interpretation or correction shall be irrefutable evidence that Contractor has determined all documents are sufficient and that the

Contractor is capable of delivering the items and services in accordance with the documents and within COE timelines.

## **2.5 Signature:**

All required documents must bear the signature of the person or persons duly authorized to bind Contractor.

## **2.6 Protests:**

In order to be considered, written protests containing the proposal number must be submitted within five (5) days of posting the Intent to Award. Protests must be on the following grounds to be considered:

- COE failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto; or
- A conflict of interest as provided in Cal. Government Code section 87100, et seq. exists; or
- State or federal law has been violated.

COE will endeavor to provide a written response to the protesting Contractor within six (6) calendar days.

## **2.7 Proposal Preparation Costs:**

All costs incurred to prepare Contractor's proposal shall be the sole responsibility of Contractor and will not be reimbursed by the COE.

## **2.8 Public Records Act**

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its proposal, during the procurement process, and during the course of any work awarded shall become the exclusive property of COE and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). COE's use and disclosure of its records are governed by this Act.

COE will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. COE will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will COE be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at COE's discretion, be deemed non-responsive; and such information shall be deemed public records. COE will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless COE in such litigation. COE reserves the right to withhold information for review by competitors



until after it has completed its evaluation.

### **3. Proposal Requirements and Contents**

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of PROJECT NO. 061119 – MICROSOFT PRODUCTS – COE-WIDE. By submitting a proposal, Contractor agrees that it is capable and will comply with the requirements specified in section 1.2, Scope of Work.

Only proposals meeting COE requirements for current service availability, performance and quality as contained in this RFP will be considered. Consideration will be given to financial standing and general competency of Contractor for the performance of the services, including Contractor's experience and facilities, conduct and performance under other contractor's, financial condition, reputation in the industry and other factors which could affect performance of the services. Following the award of contract, the successful Contractor may not alter the pricing or scheduling options without the written approval of the COE.

Contractor's proposal shall include at least the following information:

#### **3.1 General:**

- a) State whether you are Microsoft-authorized Licensing Solutions Provider (Reseller).
- b) Number of years as a Microsoft-authorized Licensing Solutions Provider (Reseller).
- c) Describe your relationship with Microsoft.
- d) Describe your familiarity and experience executing numerous enrollment options available from Microsoft.
- e) Describe any experiences you have had with other companies as their reseller. Your answer should include the identification of the name of the company for which you served as the reseller and your duration as a reseller.
- f) Describe your experience with public agency projects, including public school districts.

#### **3.2 Experience:**

- a) State the number of similar projects maintained by your firm in the past five (5) years.
- b) Describe your familiarity and experience with comparable projects in the K-12 customer market.
- c) Describe your familiarity and experience with sales, support, management and reporting services required to process and account for requests Microsoft software products and Reseller services under a Microsoft Academic Volume Licensing program.
- d) Describe your familiarity and experience with providing and support the electronic software distribution program for students, faculty and staff in support of student option, work at home rights, and home use program.

- e) Describe the total number of like statewide or large programs (not using subcontractors) that match the scope of work specified for this project in the last three years.
- f) Describe the experience and qualifications of your staff that shall be assigned to this project.
- g) Describe the training and experience of your sales team, including representatives residing in California, tele-presence team members available during California business hours, and Microsoft licensing and technical specialists. Describe your sales team's experience Microsoft academic licensing programs, related software assurance benefits, and Microsoft products and solutions.

**3.3 Service:**

- a) Describe your Help Desk operations, including hours of operation, expected response time, and staffing levels.
- b) Describe your Ordering Process.
- c) Describe the level of service and support available to COE and other public agencies participating in this contract.
- d) Describe all other value added services to be provided to the COE and other public agencies that may choose to purchase off of this piggyback contract.
- e) Specify your warranty for the software. Note: Contractor must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the COE for a period of four (4).

**3.4 Pricing:**

- a) Provide price for the software and services identified in paragraph 1.2 above (or equivalent), including all taxes and fees in the format specified below. Note: Costs not identified by the Contractor in the bid submission shall be borne by the Contractor and will not alter the requirements identified in this solicitation. Because other public agencies in the State of California may purchase items pursuant to the resulting contract, Contractor should provide any pricing based upon the volume of licenses sought (tiered pricing). The "price" category will be decided primarily by the prices submitted in response to the products listed below. However, the COE will base a portion of its pricing score on prices submitted for the remaining products in the Volume Licensing product line.

<b>Microsoft Academic Volume Licensing</b>		<b>Price</b>
<b>Baseline Packages</b> (or equivalent)		
AAD-38391	M365 EDU A3 ShrdSvr ALNG SubsVL MVL Per User	
AAD-38400	M365 EDU A5 ShrdSvr ALNG SubsVL MVL Per User	
AAD-38392	M365 EDU A3 ShrdSvr ALNG SubsVL MVL Per User for CoreCAL	
AAD-38401	M365 EDU A5 Step-up From ShrdSvr ALNG SubsVL MVL Per User	
<b>Server Options</b> (or equivalent)		

9GS-00495	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic	
9GS-00128	CISSteDCCore ALNG LicSAPk MVL 16Lic CoreLic	
9GA-00006	CISSteStdCore ALNG LicSAPk MVL 2Lic CoreLic	
9GA-00308	CISSteStdCore ALNG LicSAPk MVL 16Lic CoreLic	
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	
9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	
9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	
359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL	
228-04437	SQLSvrStd ALNG LicSAPk MVL	
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	
<b>Services (or equivalent)</b>		
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	
54R-00098	MSImgnAcadmy ALNG SubsVL MVL Srvcs	

### 3.5 References:

Contractor Name:	
Contractor shall provide information on at least one (1) and preferably a minimum of three (3) ACTIVE contracts within the last three years similar in size, scope, and technical complexity to the Scope of Work of this RFP. The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.	

<u>ACTIVE CONTRACT REFERENCE 1</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

<u>ACTIVE CONTRACT REFERENCE 2</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	

Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

<u>ACTIVE CONTRACT REFERENCE 3</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

Inactive References

Contractor Name:	
Contractor shall provide information on at least one (1) and preferably a minimum of two (2) INACTIVE contracts within the last three years similar in size, scope, and technical complexity to the Scope of Work of this RFP. The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.	

<u>INACTIVE CONTRACT REFERENCE 1</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	
Justification for Inactivity:	

<u>INACTIVE CONTRACT REFERENCE 2</u>	
Name of Client:	
Name of Contact:	

Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	
Justification for Inactivity:	

**4. Evaluation Criteria**

The COE shall be the sole judge as to the requirements needed for the requested software and services. The COE will evaluate and select the winning bid based on the following criteria:

- a) **Price** – Price will be the highest weighted factor, but it is not the only factor.
- b) **Accuracy of Bid or Bid Response** – The COE will evaluate the bid response for completeness, amendments, exceptions and conformity to bid as specified or alternate to specified.
- c) **Other Value Added Services** – The COE will be evaluating the Contractor’s other value added services to be provided as a part of this service.
- d) **Experience** – The COE will evaluate Experience based on the following criteria:
  - i. Total Number of like statewide or large programs (not using subcontractors) that match the scope of work specified for this project in the last three years.
  - ii. Experience and qualifications of the Contractor’s staff that shall be assigned to this project.
- e) **Qualifications** – The COE will evaluate Qualifications based on the following criteria.
  - i. Number of years as a Microsoft-authorized Licensing Solutions Provider (Reseller).
  - ii. Experience with public agencies, including public school districts.
  - iii. Number of similar projects maintained.
  - iv. Number and quality of references provided.
  - v. Help Desk Operations.
  - vi. Ordering Process.
  - vii. Service and Support.
- f) **Service** – The COE will evaluate Service based on the following criteria. It should be noted that under unusual circumstances, an answer to a particular question or series of questions may render a Proposer unqualified to perform the work. For example, a proposer may indicate that it has no relevant experience in the Reseller field. Under such circumstance the response and the Proposer may be found to be unqualified. In such a circumstance the COE will make such a written finding.

<b>Selection Criteria</b>	<b>Weight*</b>
Price	30.0%
Accuracy of Bid Response	20.0%
Other Value Added Services	20.0%

Experience	10.0%
Qualifications	10.0%
Service	10.0%
	<b>100%</b>

**ACKNOWLEDGEMENT OF AMENDMENTS TO RFP**

Contractor hereby acknowledges receipt of any and all amendments to the RFP.

Amendment No.	Date Published	Date Received
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By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

## CONFLICT OF INTEREST REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Contractor with the authority to submit a Proposal on behalf of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete BID and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Contractor certifies that no employee of its firm has discussed, or compared the Proposal with any other Contractor or COE employee, and has not colluded with any other Contractor or COE employee.
- If the Contractor's Proposal is accepted by the COE, the Contractor will enter into a contract with the COE to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the COE and the Contractor.

THE COE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

I hereby certify that I am submitting the attached Proposal on behalf of [*Specific Entity Submitting Proposal*]. I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Contractor understands and does not dispute any of the contents of the BID (except as may be noted in the Proposal).

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.



**PIGGYBACK CLAUSE**

Pursuant to Public Contract Code section 20118, other public agencies in the State of California may purchase identical items under the price, terms and conditions of this bid for the term specified by the Kings County Office of Education.

OPTION GRANTED: \_\_\_\_\_

OPTION NOT GRANTED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city],[state].

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The \_\_\_\_\_ [Firm Name/Principal]

Certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not, within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
- 5) If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

THE PRIMARY PARTICIPANT \_\_\_\_\_ Firm  
Name/Principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS  
OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND  
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE  
APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

## **DRUG FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
  - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the COE determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**W-9**

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