

REQUEST FOR PROPOSAL

PROJECT NO. 364-11NE– CALIFORNIA STATEWIDE MICROSOFT LICENSING AGREEMENT

The California Educational Technology Professional's Association (CETPA), identified as Owner, and it's RFP Manager, Infinity Communications and Consulting, Inc., is seeking bids for the specified California Statewide Microsoft Licensing Agreement.

PROPOSAL DUE DATE: JULY 26, 2011 AT 11:00 AM (PACIFIC STANDARD TIME)

All inquiries concerning the project should be directed to:

Fred Brakeman
Infinity Communications and Consulting, Inc.
1800 30th St. Suite 175
Bakersfield, CA 93301
(661) 716-1840
(661) 716-1841 Fax
p2bids@infinitycomm.com

It is mandatory that all contractors wishing to provide a bid on this project shall deliver their bids to **Infinity Communications; 1800 30th Street, Suite 175, Bakersfield, CA 93301**, no later than July 26, 2011 at 11:00 am Pacific Standard Time. Bids received after the due date or other locations will not be accepted. Proposals SHALL NOT be opened at that time.

BID PACKAGE

1. Proposals are to be marked as follows:

PROJECT NO. 364-11NE– CALIFORNIA STATEWIDE MICROSOFT LICENSING AGREEMENT

**VENDOR SHALL PROVIDE ONE (1) ORIGINAL AND SIX (6) COPIES OF THEIR PROPOSAL ON THE DAY OF THE BID.
DOCUMENTS SENT VIA EMAIL WILL NOT BE ACCEPTED.**

2. **Bid Form** – Contractor will complete and submit the attached Bid Form as a part of their bid package. A description and scope of the project is supplied in this RFP.
3. **Contract** – The attached contract shall be signed and dated by the Vendor selected to provide this service to CETPA. This contract is supplied as a part of this RFP in order that Vendors will know what terms and conditions are required by CETPA. Unless the Vendor(s) specifically bring up exceptions to the contract terms and conditions in their bid response on the day of the bid or prior to the bid in the form of a question/clarification, no changes shall be accepted at a later date. It is recommended that the Vendor raise those contract questions in the form of a question prior to bid so that a response can be sent out to all bidders prior to bid in the form of an addendum. Any changes to the contract must be approved by the Owner prior to the Contract being signed.

- a. **Terms and Conditions** – The Owner would like to receive proposals that are based upon a 3 year contract term with 2 possible one-year extensions. The initial 3 year contract term shall start: Approx. August 15, 2011, and end: August 14, 2014. The Owner reserves the option to extend this contract until August 14, 2016, not to exceed a total of 5 contract years. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form (90 days prior to end of fiscal year), and shall include any requests and justifications for adjustment in compensation. If vendors can provide “better” rates by extending the length of contract, please provide this option as part of your RFP response.

VENDOR QUESTIONS PRIOR TO BID

The bidder shall submit a written request at least ten (10) days before the bid opening date and hour for all requests for clarifications regarding the scope of work or contract terms and conditions, substitution to the materials, processes, services, equipment specified or a changes to the terms and conditions as stated in the RFP. If the substituted item or contract language is acceptable, the OWNER will approve it in an Addendum issued to all bidders of record prior to bid. Requests received less than ten (10) days prior to bid opening will not be considered. All quotes received that do not comply with the entire scope of work described in said documents will be considered incomplete and the Owner reserves the right to list the Vendor’s quote as non-responsive.

The last day to submit questions is July 16, 2011 at 5:00 pm PST.

VENDOR CRITERIA AND CONTRACT REQUIREMENTS

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of **PROJECT NO. 364-11NE– CALIFORNIA STATEWIDE MICROSOFT LICENSING AGREEMENT**.

See the Specification for information on specified system requirements.

All State of California licensing requirements for public schools apply.

Since many of CETPA’s member agencies may apply for Erate funding and/or Microsoft Voucher monies, these projects and services MAY depend on partial funding from the E-rate program and the California Microsoft Settlement program. We expect each vendor to make themselves intimately familiar with any rules or regulations regarding the E-rate and Microsoft Settlement programs. The contractor is responsible for providing a valid Erate SPIN number with their proposal(s) and evidence that they are also a California Microsoft Voucher Program Approved Provider.

Prospective vendors need to be available to meet in person with CETPA representatives on July 29, 2011 in Sacramento, California at a time and place designated by CETPA for final interviews. Further information on the time and place will be given to vendors on or about noon on July 28, 2011.

Prospective vendors must be willing and able to provide a portfolio describing experience with comparable projects in the K-12 customer market, their marketing plan they propose for this project and their Erate SPIN number and their California Microsoft Voucher Program Approved Provider certification. Vendors must meet the following qualifications in order to be considered:

1. Vendor must provide Microsoft educational discount pricing at minimum of Level C (10,000) and include in that pricing the 2% administrative fee to CETPA.

2. Along with pricing, the Vendor must provide documentation on the marketing plan they intend to use to ensure a successful program.
3. Vendor must already be a current Microsoft North American Large Account Reseller (LAR).

PROJECT SCHEDULE

The following is the schedule to be used for the **CALIFORNIA STATEWIDE MICROSOFT LICENSING AGREEMENT**

Last Date to send in Questions	July 16, 2011 no later than 5:00 pm Pacific Standard Time
Bid Date	July 26, 2011, 11:00 am
Vendor Interviews	July 29, 2011
Contract Signed	TBD (approx. 8/15/11)
Contract Start Date	TBD (approx. 8/16/11)
Contract End Date	TBD (approx. 8/14/14)

BID EVALUATION PROCESS

CETPA will evaluate and select the winning bid based on the following criteria:

1. **Price** – Price will be the highest weighted factor but it is not the only factor
2. **Accuracy of Bid or Bid Response** – CETPA will evaluate the bid response for completeness, amendments, exceptions, and bid as specified or alternate to specified.
3. **Marketing Plan** – The Owner will be evaluating the vendor’s marketing proposal they plan on implementing to successfully market this statewide program to all eligible entities in California.
4. **Experience** – The Owner will evaluate Experience based on the following criteria:
 - a. 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.
 - b. Experience and qualifications of the Vendor’s staff that shall be assigned to this project
5. **Qualifications** – The Owner will evaluate Vendor Qualifications based on the following criteria.
 - a. Number of years as a Microsoft Large Area Reseller (LAR).
 - b. Experience with public school work.
 - c. Number of similar projects maintained.
 - d. Number and quality of references provided.
 - e. Demonstrated familiarity with MS EES Program, Campus Agreement and bundled options
6. **Service** – The Owner will evaluate Service based on the following criteria.
 - a. Help Desk Operations.
 - b. Ordering Process.
 - c. Service and Support.

Selection Criteria	Weight*
Price	30.0%
Accuracy of Bid Response	15.0%
Marketing Plan	15.0%
Experience	10.0%
Qualifications	209.0%
Service	10.0%
	100%

RIGHT TO REJECT ANY AND ALL QUOTES

We reserve the right to reject any or all bid proposals and to waive any informalities or irregularities. The vendor's submission of a proposal is recognition of this right.

SCOPE OF WORK

General considerations and recommendations to keep in mind:

- ❖ Price is **not** the absolute and end-all criteria when selecting a reseller with the goal of creating a positive and productive experience for the public and private schools that shall purchase these services.
- ❖ Red carpet support, training, & communication by the reseller with CA public and private schools should be held in high regard as it will result in higher customer experience and satisfaction, as well as increased efficiency and ROI on the participants investment in technology
- ❖ The reseller should have a proven track record and supporting references for the management and support of large consortia similar in size and scope of this project
- ❖ In all aspects of the relationship the reseller should agree to conditions of satisfaction and be held accountable to these terms and conditions set forth in the agreement both parties shall sign.
- ❖ Within the structure of this relationship the focus of the reseller should be on customer satisfaction relating to their investment in Microsoft software and not on peripheral devices and solutions. At this time, we do not envision that any other software or hardware products will be added to this agreement.
- ❖ Since the intent of this RFP is to provide public and private schools the ability to utilize all available discount programs to help pay for this service, it is a requirement that the reseller must agree to participate in the Erate program, have a current Erate Service Provider Identification Number and also agree to participate in the California Microsoft Settlement program.
- ❖ Microsoft Corporation staff has been actively involved in the preparation of this RFP. The intent of this program is to offer all California eligible entities the ability to order off of this statewide contract, no matter the size of their organization, at Level C pricing in the first year of this program. In turn, Microsoft will be guaranteeing Level C (10,000+ licenses) pricing to the selected Microsoft North American Large Account Resellers. It is hoped and anticipated that in the second year of this contract that there will be enough activity that we will be able to offer Level D (25,000+) or higher pricing to all participants.

General language for consideration of inclusion within a Request for Proposal (RFP):

The purpose of this Request for Proposal (RFP) is to establish a contractual relationship with a Microsoft Authorized North American Large Account Reseller (LAR) to serve the purpose of consulting, procuring, supporting, and distributing Microsoft academic volume licensing, products, and services to the California education community in accordance to the California Education Technology Professionals Association (CETPA) / Microsoft consortium Academic Volume Licensing Agreement.

This RFP shall serve to provide the necessary information to potential LAR and create the understanding required for the submittal of quality proposals. LAR must be able to meet or exceed the requirements for the products, services, and specifications herein described.

At this time the Microsoft Academic Volume Licensing program includes:

- Campus and School Agreement

CETPA is seeking one single LAR to support and deliver all licensing programs (at this time the Campus and School Agreement). LAR must have successful experience and references in working with a consortium customer model. LAR shall appoint a primary representative to work with CETPA and Microsoft to maintain, support and market this agreement. CETPA reserves the right to require a change in the LAR's then-current primary representative if the assigned representative is not, in the opinion of CETPA, serving the needs of the CA education community.

Award will be affected on a "Best Value" basis as will best serve the needs of the Consortium and its participants.

It is not anticipated at this time that any other ancillary services or hardware will be part of this contractual relationship between CETPA and the LAR.

LAR Agreement Requirements

The following paragraphs indicate the expected scope of the Microsoft Agreement and requirements to be carried out by the LAR that is awarded the Microsoft Agreement. LARs are required to indicate their ability to satisfy the requirements as detailed below:

1. Only proposals from Microsoft Authorized North American Large Account Resellers (LAR) will be considered. The LAR must have a very good relationship with Microsoft.
2. The LAR will provide Microsoft software products and related LAR services for the Microsoft Software License Agreement to Authorized Users. The pricing provided will reflect the Level C appropriate discount levels. The discount shall be based on the most current Microsoft LAR Cost, plus a percentage markup which includes the 2% administrative fee returned to the CETPA on at least a quarterly basis.
3. The LAR will be required to work closely with each participating member and ensure the required documentation is in place as needed. Participants will subscribe to a product baseline (i.e. desktop SKU with Core CAL for faculty/staff, e-cal, etc.) with the option to a variety of other products.
4. The LAR will be required to execute the numerous enrollment options available from Microsoft. The LAR 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.
5. The LAR will provide all sales, support, management and reporting services required to process and account for "Authorized User" requests for Microsoft software products and LAR services under the applicable Microsoft Software License Agreement.

6. The LAR will act as the primary liaison with the prospective and participating members of the consortia and therefore will assign a dedicated sales team specific to the CETPA agreement that includes representatives residing in CA, tele-presence team members available within CA business hours, and Microsoft Licensing and Technical specialists. It is required that members of this team be thoroughly trained and experienced in the requirements and processes related to Microsoft consortia agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions.
7. The LAR 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 against the Microsoft Software License Agreement.
8. The LAR will provide requested written and/or oral contract quotations to Authorized Users which is to include at a minimum:
 - a. Microsoft Product Number
 - b. Microsoft Product Name
 - c. Quantity
 - d. CETPA Discount Price
9. The LAR will promptly report all orders to Microsoft in accordance with the provisions in the applicable agreement.
10. The LAR will generate and issue electronic and paper copy "Order Confirmation Reports" for each software product (i.e. license and/or maintenance) ordered by an authorized user. 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:
 - a. The name of Authorized User (ordering entity)
 - b. Authorized User's purchase order number to LAR
 - c. Microsoft Master Agreement Number
 - d. Microsoft Enrollment Number
 - e. Microsoft product number and quantity ordered
 - f. Microsoft product description (Software language and/or version number)
11. The LAR must provide and support a website for Microsoft Electronic Software Distribution Program (ESD) for each participating school for purposes of electronic software distribution.
12. The LAR 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.
13. The LAR will identify potential users and actively market the program, potentially at times in conjunction with Microsoft, through methods such as those below. The LAR will be required to present an annual marketing plan to be approved and held accountable to by CETPA.
 - a. Regional in person annual meetings
 - b. Personal sales calls
 - c. Mass mailings e-mail, etc
 - d. Monthly or regular Webinars
 - e. In person training

- f. Participation in CETPA conferences and regional events
- g. Maintenance of dedicated CETPA consortium website

14. The LAR will develop, within 30 days after contract award, an Internet Web presence:
- a. The information shall be maintained, by the LAR, as a single CETPA/LAR branded internet web presence, specific to the software contract. No other products or solutions outside of those available through the Microsoft contract may be advertised within this web presence.
 - b. Assist authorized users identifying and contacting their dedicated sales support staff
 - c. Provide general information on the benefits of the agreement and a concise and simplistic process overview of how to participate
 - d. Allow authorized users to independently obtain product information to include at a minimum: product number, product name, discount price, and quantity
 - e. Authorized Users shall be able to download and print the entire price list as well as pricing for individual items or groups of items.

15. The LAR will provide CETPA quarterly & annual reports detailing purchases made by consortium participants.

Structure of CETPA Microsoft Consortium

The CETPA Microsoft Consortium will have a three (3) year Campus and School Agreement for participants to enroll under with an Enrollment for Education Solutions. Participants will have the ability to enroll during four (4) quarterly options. Participants will be able to select from a set number of pre-determined and marketed baseline “package” offerings. Participants will be able to add additional product as needed to the baseline packages.

Active and Inactive Reference Templates

Vendor 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	

3.3.1.1 ACTIVE CONTRACT REFERENCE 1	
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	

3.3.1.2 ACTIVE CONTRACT REFERENCE 2	
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	

3.3.1.3 ACTIVE CONTRACT REFERENCE 3	
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	

3.3.2 Inactive References

Vendor Name:	
<p>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.</p> <p>The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer</p>	

3.3.2.1 INACTIVE CONTRACT REFERENCE 1	
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	

3.3.2.2 INACTIVE CONTRACT REFERENCE 2	
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	

Sample Bid Pricing

This is just an example of products needed. The entire Microsoft suite needs to be priced out.

***Note – Provide EES Level C and Level D Pricing where applicable.*

See attached file – Microsoft July Campus_EES SKU and Description.xlsx.

END OF RFP