Request for Proposals AC RFP #2021-01

For equipment and supplies for U.S. schools implementing SREB's Advanced Career courses

RFP Issue Date: January 5, 2021

Proposal Submission Deadline: February 3, 2021, 5 p.m. Eastern

Submit Proposals to: Gerrie Deloatche, Gerrie.Deloatche@sreb.org



Introduction

The Southern Regional Education Board partners with states, districts and schools to identify and adopt strategies that help teachers, counselors and school leaders empower youth to connect the classroom with the world of work. SREB's efforts began in 1987 with High Schools That Work, a set of transformational practices that spread to thousands of schools. Now known as <u>Making Schools Work</u>, SREB's school improvement process for grades K-12 is grounded in research showing that increased achievement starts with motivating students to succeed.

The 38 courses in SREB's <u>Advanced Career curricula</u> offer authentic learning that prepares students for further studies and rewarding STEM careers. Co-designed with state leaders, employers and postsecondary and secondary teachers to meet workforce demand in high-tech STEM fields, SREB's Advanced Career curricula help students meet or exceed readiness standards and cultivate the critical thinking, problem-solving, communication and applied academic skills employers value.

SREB's Advanced Career Programs

Each of AC's programs include four turnkey courses that can be implemented within a student's individualized program of study or career pathway. This RFP addresses the equipment and supplies needed for AC Teacher Training Institutes and for schools to implement courses in these seven AC program areas:

- Aerospace Engineering
- Automated Materials Joining Technology
- Clean Energy Technology
- Energy and Power
- Health Informatics
- Innovations in Science and Technology
- Integrated Production Technologies

1.0 Notice of Intent

SREB requests proposals from Vendors to provide equipment and supplies to schools implementing Advanced Career courses and to SREB's AC Teacher Training Institutes. The partnership between SREB and the Vendor will facilitate the scalability, sustainability and workplace authenticity of AC curricula.

The equipment and supplies in this proposal must align with equipment lists provided as attachments to this RFP (see <u>https://bit.ly/2VG85NH</u>). SREB and the chosen Vendor(s) will use this information to **co-design affordable learning kits** that include the equipment and supplies needed to complete the applied components of each AC project.

Proposals should ensure that all aspects of the RFP are attainable, including timelines for delivery, costs, product quality and satisfactory customer service. **SREB intends to award one or more contract(s) through this RFP**. Product(s) and/or services considered for this award must equal or exceed a minimum quality level of industry standard(s) as defined within this RFP and must comply with all applicable federal, state and local technical, environmental and performance standards and specifications.

1.1 Term of the Contract

The initial base term of the prospective contract is a period of one year. SREB may elect to extend any contract award for up to five consecutive years based upon satisfactory customer surveys administered annually to AC schools by SREB.

1.2 Definition of Terms

This RFP and the Agreement define the following terms as:

1.2.1 SREB

"SREB" means the Southern Regional Education Board. SREB's central administrative offices are located at 592 10th St. N.W., Atlanta, GA 30318-5776.

1.2.2 Vendor(s)

"Vendor(s)" means the proposer(s) responding to this RFP and to whom a contract may be awarded by SREB. A qualified Vendor has adequate financial resources (or the ability to obtain such resources), can comply with RFP delivery requirements and is a qualified, established firm that regularly engages in providing the product(s) and/or service(s) listed herein.

1.2.3 Best Value

"Best Value" means the method by which a contract, if any, is awarded in accordance with applicable laws, rules and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor's product(s) and/or service(s), and price proposal, as detailed in *Section 3.0 Evaluation and Award*.

1.2.4 Purchase Order

"Purchase Order" means the agreed-upon purchase order between participating AC schools and the Vendor. SREB may purchase materials for AC Teacher Training Institutes, as well. Special terms and conditions agreed upon by the Vendor and SREB may be added as addenda to the Purchase Order, including, for example, certificates of insurance, bonding and small or disadvantaged business goals.

1.2.5 RFP

"RFP" means this Request for Proposals. The term "procurement solicitation" also used in this document refers to this RFP.



1.3 Timetable

SREB anticipates following the timetable below but reserves the right to amend dates.

Contract Timetable

RFP Release	January 5, 2021
RFP Questions and Answers	Through January 27, 2021, SREB will respond
	to questions posted in our <u>RFP Q&A Google</u>
	document (see https://bit.ly/2VG85NH for all
	materials related to this RFP)
RFP Responses Due	February 3, 2021 at 5 p.m. Eastern
Response Review	February 3 - 9, 2021
Announcement of Award(s)	February 12, 2021
Effective Date of Agreement (see Item 1.1)	March 1, 2021

2.0 Instructions to Vendors

2.1. RFP Documents

SREB's RFP documents are available at <u>https://bit.ly/2VG85NH</u> to any Vendor that wishes to submit a proposal. It is the responsibility of submitting Vendors to ensure that SREB receives the names and contact information for the Vendor and its authorized representative(s) for the purpose of receiving notices, changes, addenda or other critical information.

2.2 Questions

SREB will respond to questions posted on its <u>RFP Q&A document</u> through January 27, 2021. *SREB staff will not respond to questions submitted via email or phone.*

2.3 Addenda

SREB will communicate any interpretations, corrections, additions or changes to this RFP to Vendors through an addendum posted to SREB's public <u>AC RFP folder</u>. Prior to submitting a proposal, Vendors are responsible for determining whether any addenda have been issued. Vendors must comply with the requirements specified in any addendum issued by SREB.

2.4 Proposal Response Requirements

Vendors must submit a proposal offering their prices for the equipment and supplies listed in the document, <u>AC All Items 2021-2022</u>, in SREB's public AC RFP folder at <u>https://bit.ly/2VG85NH</u>.

As a reference for determining prices based on quantities for the proposal, Vendors may use the information contained in numbered folders 3 to 9 (<u>https://bit.ly/2VG85NH</u>) and estimated historical sales data listed below. Estimated quantities of equipment and supplies are listed by AC course in the following Google Drive numbered folders:

- 3 Aerospace Engineering
- 4 Automated Materials Joining Technology
- 5 Clean Energy Technology
- 6 Energy and Power

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- 7 Health Informatics
- 8 Innovations in Science and Technology
- 9 Integrated Production Technologies

SREB estimates AC's annual equipment and supply sales as:

2018-2019: ~\$1,386,000
2019-2020: ~\$1,174,000

Vendors may list their available products and services in alignment with AC equipment needs specifically noted. Vendors must submit their proposals on time and materially satisfy all mandatory requirements identified in this RFP to be considered. Vendors must also follow all instructions herein in preparing and submitting their proposals.

2.4.1 Compliance with Specifications and Agreement

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors must respond to all identified requests and indicate their acceptance or objection to the terms of this RFP. Any exceptions to the terms and conditions in this RFP or the Agreement must be clearly indicated in the Vendor's submitted proposal. Deviations or exceptions stipulated in a Vendor's proposal may result in disqualification. Any language suggesting that the Vendor does *not* consider this RFP to be part of a contractual obligation may result in the Vendor's disqualification. Each Vendor, by making a proposal, represents that the Vendor has read and understands the RFP and the Agreement.

2.4.2 Required Submission Format

All Vendors must email their complete proposals to Gerrie Deloatche at <u>gerrie.deloatche@sreb.org</u> by 5 p.m. Eastern on February 3, 2021.

Vendors must submit one (1) zipped folder or complete document via email containing all requested materials. RFP responses must be submitted as a Word document but may include Excel spreadsheet attachments.

Proposals should be direct, concise, complete and unambiguous. *Note that SREB will disqualify copyrighted proposals.*

Each response to this RFP must:

- Include a cost proposal for items listed in the AC All Items 2021-22 file located in the AC RFP folder at <u>https://bit.ly/2VG85NH</u>
- include shipping costs for orders of more than \$99 to customers within the continental United States
- include exemplars and/or detailed explanations of the customer ordering process
- include exemplars or explanations of shipping and delivery communications
- provide details regarding how the Vendor will ensure packaging quality
- include a sample or plan for creating itemized packing lists and grouping items by AC course (see <u>https://bit.ly/2VG85NH</u>, folders 4-10, for equipment and supply lists by course)
- define self-imposed penalties for shipment delays
- include a plan for revenue-sharing with SREB

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Proposals *may* include links to additional customer service materials including videos or instruction packets.

2.4.3 Proposal Response Location

SREB will receive proposals submitted to Gerrie Deloatche (<u>Gerrie.Deloatche@sreb.org</u>) on or before the deadline of February 3, 2021, 5 p.m. Eastern. SREB will disqualify proposals received after the deadline. No provisions or exceptions will be made for late submissions due to actions or omissions of the Vendor or any third party.

2.5 Force Majeure

Neither SREB nor the Vendor shall be deemed to have breached any provision of an Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes or any other occurrences that are reasonably beyond the control of SREB or the Vendor.

SREB and the Vendor(s) must use due caution and preventive measures to protect against the effects of force majeure. The burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief must promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated.

Delay or failure of performance by either party to this Agreement caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. SREB and the Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, SREB may terminate this Agreement. This Section shall not be interpreted as limiting or otherwise modifying any of SREB's contractual, legal, or equitable rights.

2.6 Reservations

SREB reserves the right to

- cancel this procurement solicitation in whole or in part, or issue a revised or amended RFP, at its sole discretion.
- award one or more contracts, in part or in whole, to a single Vendor or to multiple Vendors, or to make no awards, at its sole discretion.
- conduct oral interviews or discussions or presentations necessary to select the best Awardee(s).
- accept, reject or negotiate modifications in any terms of the Awardee's proposal or any parts thereof.

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- reject and/or disqualify any or all proposals received.
- waive any formalities, technicalities or other defects if deemed in SREB's best interest.
- request clarification and/or correction for the purpose of eliminating minor errors, clerical errors and/or non-substantive irregularities.
- be the sole judge of quality and equality.
- make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal complies with the requirements of this RFP.

2.7 Financial Responsibility

SREB assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

2.8 Interpretation

This procurement solicitation represents the basis for any Award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

2.9 No Return of Proposals and Withdrawal of Responses

Once submitted, SREB will not return proposals to Vendors. Vendors may withdraw submitted proposals prior to the submission deadline and the response review period outlined in Section 1.3. SREB will retain all materials submitted.

3.0 Evaluation and Award

3.1 Qualified Vendor

SREB may only award contracts to qualified Vendor(s) who possess the ability to perform successfully under the terms and conditions of a proposed procurement contract, as defined in Section 1.2.2. When determining qualifications, SREB will consider the Vendor's integrity, compliance with public policy, record of past performance and financial and technical resources.

3.2 Responsive Proposal

Proposals shall be deemed responsive they comply with all material and administrative aspects of this RFP.

4.0 Awardee Selection Criteria

SREB will use the following criteria for determining the RFP awardee(s):

- quality of equipment and supplies
- evidence of capacity to meet the needs of U.S. schools for 38 AC courses
- experience providing equipment and supplies to businesses, secondary or postsecondary institutions and/or states
- ease of ordering for clients
- quality packaging processes



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- effective, seamless communication systems for initial contacts, ordering, shipping, tracking and delivery
- costs of items listed in document 1 AC All Items 2021-22 (see <u>https://bit.ly/2VG85NH)</u>, including shipping within the 48 continental states
- revenue-sharing plan with SREB
- references

4.1 Pricing Changes

All prices and discount percentages in the Vendor's proposal shall be firm for the term of this Agreement. Pricing may be negotiated 90 days prior to each Agreement renewal period. In the event the Vendor's prices are adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, the Vendor must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) must be based on the CPI index and may only be made at the time of contract renewal. **The Vendor agrees to promptly lower the proportionate price of any product purchased through this Agreement following a reduction in the product price the Vendor pays to suppliers**. All price changes shall be presented to SREB for its acceptance or rejection, at its sole discretion, using the same format as was accepted in Vendor's original proposal. All price changes for products and/or services provided under this Agreement must be approved, in writing, by SREB prior to taking effect.

The following documentation must be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers' or distributors' impact, if any

5.0 Equal Opportunity

SREB is an equal employment opportunity employer and is committed to providing an environment of mutual respect where employment opportunities are equally available based on merit without regard to race, color, religion, national origin, political affiliation, sexual orientation, gender identity or expression, disability, age, or other protected characteristics. SREB expects successful applicants to share this commitment. The Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age, sex, race, color, religion, national origin or ancestry. The Vendor further agrees that every subcontract entered into for the performance of this Agreement shall contain a provision requiring nondiscrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.



Appendix A

Full RFP Resources and Materials

Please visit <u>https://bit.ly/2VG85NH</u> to access all equipment lists and resources by AC program area related to this RFP, including the RFP Q&A document. This Google Drive folder includes the following items:

- AC-All Items 2021-22 (Excel Document)
- Advanced Career RFP Q&A (Google Document)
- 3 Aerospace Engineering (Folder)
- 4 Automated Materials Joining Technology (Folder)
- 5 Clean Energy Technology (Folder)
- 6 Energy and Power (Folder)
- 7 Health Informatics (Folder)
- 8 Innovations in Science and Technology (Folder)
- 9 Integrated Production Technologies (Folder)

