



PROCUREMENT SOLICITATION DOCUMENT

REQUEST FOR PROPOSALS (RFP)

791 Purchasing Cooperative

A Cooperative Purchasing Program available for participants by Government and Other Entities in all fifty states.

AND

Lead Agency:

REGION 15 EDUCATION SERVICE CENTER

RFP #791_2023_03_002 Technology Products, Equipment, and Services

Submission Deadline: April 14, 2023, 1 pm CDT.

Region 15 Education Service Center

ATTN: 791COOP

C/O: Ms. Charity Vasquez

612 South Irene Street

San Angelo, TX 76903

Questions: Admin@791Coop.org

The solicitation documents may be found at <https://791COOP.ionwave.net>

If a problem is encountered accessing the solicitation, please contact 791 COOPERATIVE at the address or phone listed above for help.

NOTICE TO PROPOSER(S): ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE 791COOP WEBSITE AT <http://www.791Coop.org>. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE PROPOSER(S)'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE TIME.

This Solicitation is a Request for Proposals as permitted in the Texas Education Code Section 44.031, Texas Local Government Codes, 252, 262, and 271.

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RFP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the Texas Education Code Section 44.031, Texas Local Government Code Section 252, 262, and 271."

I. ABOUT 791 PURCHASING COOPERATIVE (791COOP)

A. It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a construction company may not propose to perform software)
- 791COOP reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute 791COOP membership Agreements in the future.
- 791COOP reserves the right to extend the proposal deadline for any reason.
- 791COOP reserves the right to make changes to this Solicitation by way of one or more posted addenda.

B. Benefits of 791COOP

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according to the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yield economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all 791COOP Awarded Agreements.

C. Customer Service

- 791COOP staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decision.
- 791COOP provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- 791COOP enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

D. Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entity's jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the 791COOP offices where they are reviewed by the 791COOP staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to 791COOP.
- **NOTE: It is always the vendor's responsibility under the 791COOP agreements to report all sales under the agreement to 791COOP.**
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

E. Partnerships with 791 Purchasing Cooperative

- a. The Texas Conference of Urban Counties representing 34 Counties and 79% of the Texas Population or about 23 million residents.
- b. The Texas Association of Community Schools, representing over 570 public school districts in Texas. A community school is defined as school districts having 12,000 ADA and below. That means that our membership comprises the small, mid-sized and rural school districts in Texas.
- c. The State of Texas R15 ESC is a Lead Agency with 791COOP and R15 ESC represents 43 Public School Districts in their service area.
- d. The Central Texas Council of Government is a Lead Agency with 791COOP and R15 ESC represents over 40 local governments and a population of approximately 523,000 residents.
- e. 791COOP may add additional partnerships to this program.
- f. It is estimated that contracts awarded under this RFP will total over \$50-100 million annually with competitive pricing proposed.

II. SUMMARY OF RFP INSTRUCTIONS

THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF R15 ESC, 791COOP AND 791COOP MEMBER ENTITIES OR FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. BECAUSE MEMBER ENTITIES PIGGYBACKING UPON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR DISCRETION AND TIMING, ANY SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC VOLUME OF PURCHASES IS GUARANTEED BY 791COOP.

Below is summary of the important RFP deadlines and submittal instructions. More detailed information is provided in the following pages of this RFP:

A. It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

B. Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791COOP members. Also, according to the Texas Public Information Act, any documents or information held by 791COOP “may” be public information. In the documents for the proposer to complete is a declaration form entitled “CONFIDENTIAL INFORMATION CLAIM FORM.” INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF REGION 15 EDUCATION SERVICE CENTER (R15 ESC) AND 791COOP IS GOVERNED BY **TEXAS GOVERNMENT CODE, CHAPTER 552**” The CONFIDENTIAL INFORMATION CLAIM FORM that completed by the proposer designating specified pages as confidential or waives confidentiality of the entire proposal. The information that is requested remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Vendor’s response.

III. GENERAL INFORMATION

A. The financing of 791COOP and Lead Agency Region 15 Education Service Center.

1. **791COOP Vendor Paid Fee:** The total cost of the 791COOP program, is funded through an administration **fee of 0.75%** paid to 791COOP by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the actual invoiced and paid sales to 791COOP members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.
2. 791COOP establishes a fee for each solicitation for proposals that is in the best interest of 791COOP and its members.

B. Additional Information

1. **Term of Agreement and Renewals:** The initial term of the agreement is restricted to three (3) years. Awarded agreements may be extended for two (2) additional two (2)-year terms. The extension is automatic unless either party exercises its right to termination as provided in the Vendor Agreement.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. 791COOP reserves the right to solicit additional proposals at any time it is in the best interest of 791COOP and/or its members.

3. Termination

- a. **For Cause:** 791COOP or the awarded vendor may terminate an award under this solicitation for cause. Either Party must provide the other Party with 30 days written notice to respond to the notice at the address provided in the response or as otherwise provided. Bankruptcy is cause for terminating this agreement.
- b. **For Convenience:** The Awarded vendor shall provide 791COOP with 120 days written notice in order to protect the interests of the 791COOP members that may be in negotiation, this includes the automatic contract extension.

Vendor Questions: **Questions about this solicitation shall be submitted to admin@791COOP.org with the following in the subject line: "RFP #2023-03-002 Technology Products, Equipment and Services, contractor question."** Questions of a ministerial nature will be answered without an addendum (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by 791COOP will be addressed by properly posted addendum.

QUESTIONS WILL BE RECEIVED UNTIL April 14, 2023 AT 5:00 PM Local Time.

3. **Pre-Bid Meeting:** NO Pre-Bid Meeting Scheduled. A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email admin@791COOP.org by 10 a.m., April 7, 2021. If a Pre-Bid meeting is scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties. If requested, 791COOP reserves the right to determine if a Pre-Bid Meeting is held or not held.

4. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

RFP Issued	March 20, 2023
Pre-Proposal Conference	None Scheduled
Inquiry Period Ends	<u>April 7, 2023 AT 5:00 PM (CDT)</u>
Proposal Due Date	<u>April 14, 2023, 1 pm CDT</u>
Anticipated Award	April 21, 2023*

***This date may be later or earlier, depending upon the number of proposals received.**

791COOP agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

IV. PROPOSAL SCORING AND EVALUATION

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the R15 ESC Executive Board/Committee. Awards will be granted or denied at the monthly stated meeting of the R15 ESC Executive Board/Committee. 791COOP will base a recommendation for award on factors permitted by the *Texas Government Code section 2269*. The factors which will be considered and weighted points in each area as follows (100 total points):

791COOP shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. 791COOP reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. 791COOP shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are mandated for consideration by Texas Education Code Section 44.031.

1. Purchase Price: **(30) point weight**. Per prices quoted as related to information within the request for proposals and the discount off MSRP or other published list pricing or stated prices of goods.
2. The reputation of the vendor and of the vendor's goods or services; **(5) point weight**. References and 791 COOPERATIVE staff knowledge and any other available information known to 791 COOPERATIVE may be used to score this criterion.
3. The quality of the vendor's goods or services; **(20) point weight**. Proposal response and 791 COOPERATIVE staff knowledge and any other available information known or available through the RFP or otherwise to 791 COOPERATIVE may be used to score this criterion.
4. The total long-term cost to 791 COOPERATIVE and its members to acquire the vendor's goods or services; **(10) point weight**.
5. Extent to which the Goods or Services meet the Needs: **(25) point weight**. 791 COOPERATIVE evaluators will determine if the proposal provides value to 791 COOPERATIVE members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation.
6. Vendor's Past Relationship: **(0) point weight** –New Contract and no past relationships.
7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses: **(0) point weight** – There are no Texas laws that apply to this procurement but since federal funds are anticipated to be utilized during the life of this contract, the proposer should agree to abide by the federal regulations in the forms contained in this SOLICITATION document related to underutilized businesses in its subcontracting practices. This factor has been considered and due to the foregoing, no points will be assigned. NOTE: Failure to agree to comply with the federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. Experience: **(10) point weight** - <1 year = 0 points; 1 -3 years = 5 points; 4-6 years =8 points; >6 years = 10 points

9. Residency: **(0) point weight** –for a contract for goods and services, ***other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials***, whether the vendor or the vendor's ultimate parent company or majority owner:
- (A)** has its principal place of business in this state; or
 - (B)** employs at least 500 persons in this state

Federal funds may be utilized by R15 ESC or 791 COOPERATIVE member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a **weight of 0 points**.

PROPOSERS FALLING BELOW A 75-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

V. SPECIFICATIONS

This solicitation is seeking providers for:

A. Technology Products, Equipment, and Services including but not limited to Hardware, Desktops, Laptops, Servers, Switches, Routers, Network Equipment, Technology, Cloud Services, Management Services, Installation Services Software, Cloud Services, and other Related Services Specifications

It is the intention of R15 ESC to establish a contract with vendor(s) for **Technology Software, Cloud Services, and other Related Services**. Awarded vendor(s) shall perform covered services under the terms of this agreement.

Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. See pricing instruction in this document and on the pricing forms 1.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. R15 ESC is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, 791 COOPERATIVE also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

B. Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- a) Microsoft Software Products,
- b) Adobe Software Products,
- c) Google Software Products,
- d) Educational Learning Software,
- e) Digital Imaging Services,
- f) ERP Software and Cloud Hosting,
- g) Print management or Copy Print Management Services,

- h) Networking Services,
- i) Video Services,
- j) Technology set up and Installing equipment Services,
- k) Asset Management,
- l) Managed Services,
- m) Product Configurations,
- n) Product Support,
- o) Warranty, Insurance,
- p) Repairs,
- q) Cloud Management Services,
- r) Technology Development Services,
- s) Application Development Services,
- t) Software Development Services,
- u) Software Implementation Services,
- v) Video Conferencing Services,
- w) Video Collaboration Services,
- x) Auditing of Technology Services and Software, and
- y) Any other Technology Software, Cloud Services, and other Related Services may be proposed
Proposals should include any and all listings of product names, manufacturers, quantity, pricing, warranties, description of services and any other related information.

C. ADDITIONAL SCOPE:

1. BACKGROUND

The supplier must furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the scope of work/specifications incorporated in this contract.

2. OVERVIEW

The program involves the monitoring of intersections specified by the Local Government Entity. The Local Government Entity will determine the number of intersections in need of monitoring. The Local Government Entity will expect the chosen company to phase in a fully operational program within 90 days of issuing a Notice to Proceed. The Contracting Entity will have the right, in its sole discretion, to add, delete or revise the contracted services to meet its changing needs.

3. Bidder's Company and Product Information

- a) Responses shall be clearly labeled with the item number.
- b) Proper evaluation of bidders requires information about the bidding company and their products.

- c) Public Companies must provide their most recent yearly report to stockholders.
 - d) Private Companies must answer the questions below.
 - e) Provide a brief history of your company that includes the type of business and its philosophy of doing business. If the bidder has recently purchased an established business, or has proof of prior success in this business, or a closely related business, please provide written verification.
 - f) Indicate the location of the headquarters of the company. List any branch offices in the state of any 791 PURCHASING COOPERATIVE participating Entity. Provide the name, title, qualifications and experience of the employee, that will coordinate the work and be the general contact for this contract.
 - g) For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures").
4. Gaps sometimes exist between management (those who respond to RFP's) and sales staff (those who contact the public educational institutions) that result in problems. Please provide the Names your key sales people, phone numbers and states for which they are responsible.
 5. Manufacturers responding to this solicitation must name one or more Resellers, Dealers or Subcontractors certified and trained to provide support for their products. The prime contractor must identify how their Resellers, Dealers, and Subcontractors are certified. Provide their names, their business address, telephone (voice and fax), and certifications, if any.
 6. Vendor may offer extended warranties available at extra cost for agency members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, no cost training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged prior to installation as part of the purchase contract. (Describe the no cost training to be offered in the solicitation.)
 7. To monitor and guarantee the quality of the work being performed by subcontractors, the Vendor/ prime contractor must have inspectors to monitor quality of services performed. Describe in writing how you will meet this.

D. Requested Requirements

Describe your company's ability to meet the following specifications. Bidders will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Exceptions to Terms, Conditions and Specifications Form.

1. All products shall be new and of high quality. Products that are re-filled or re-manufactured will be labeled as such.
2. The vendor's catalog shall include a variety of major manufacturers for specified software & services.
3. The catalog shall contain an adequate supply of items for the trade(s).

4. Orders of stocked products will be shipped or scheduled for shipment within 48 hours of receipt of order. The participating entity shall be notified by the vendor the shipping status of all products ordered including those backordered. Participant may cancel a portion of the order if those items cannot be shipped and received in time to meet the participant's timelines. This will give the Participant the opportunity to look and possibly secure product elsewhere.
5. Ability for tracking orders, including any backordered item(s).
6. Participants should be able to set up accounts for various user departments to ensure spend does not exceed budget amounts.
7. Participants should be able to place some of the orders with P-Cards **for small dollar purchases**.
8. The system must allow for Participants to set up individual delivery locations for each site.
9. The Vendor should allow for electronic returns, which allow for packages to be automatically picked up and returned to vendor.
10. Participants should be able to track returns electronically.
11. Credits should be posted within 30. Participant may ask for a report once a month at no cost or the Participant must be able to run a report at no cost.
12. Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.
13. Orders not filled and partials shall be indicated on the packing list. Vendor shall inform Participant of anticipated delivery date for unfilled and partial orders.
14. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the Participant's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.
15. General Facility Supplies shall include all related materials and various other supplies and equipment.
16. Customer support: The Vendor shall provide timely and accurate technical advice and sales support to 791 PURCHASING COOPERATIVE staff and 791 PURCHASING COOPERATIVE participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to 791 PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required
17. Contracts: All contracts and agreements between a Vendor and a 791 PURCHASING COOPERATIVE participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
18. Tax exempt status: All Texas government agencies participating in 791 PURCHASING COOPERATIVE are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.

19. Assignments of contracts: No assignment of contract may be made without the prior written approval of 791 PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.
20. Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
21. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
22. Funding out clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
23. Indemnity: The Vendor shall protect, indemnify, and hold harmless 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract
24. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
25. Vendor shall comply with Insurance requirements.
26. New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791 PURCHASING COOPERATIVE may reject any additions, without cause
27. Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor's facility for shipping F.O.B.
28. The Vendor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.
29. The Vendor will honor pricing and will not have "Floors" in their percentage discount pricing
30. Vendor may revise catalogs 2 times a year or more if agreed upon.

31. Vendor may request price adjustments quarterly based upon the CPI. However, 791 COOP may deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
32. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
33. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.
34. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
35. Publicly held Company (Vendor) shall provide most recent SEC Financial filing.
36. Private held Company (Vendor) shall provide access to review its Financial Statement
37. Vendor will notify 791 COOP of any financial changes including changes in debt ratings. Vendor will notify 791 COOP of any "supplier" putting credit holds upon the vendor and why such hold is in place. Vendor may request 791 COOP sign a non-disclosure agreement regarding this matter.
38. Vendor shall offer a rebate program to agencies that meet certain minimum ordering requirements.
39. Regional groups, like Councils of Governments, Education Service Centers, State College groups or local "Piggyback Coops" may pool their usage together to obtain higher end of the year rebates, if the Participants commit their combined usage.
40. Vendor agrees that upon request by 791 COOP that it will promptly update contact information of references

Taking deviations will not automatically result in a vendor not being awarded a contract. It is another a part of the evaluation criteria.

(Note: 791 COOPERATIVE must be able to verify customer quotes when requested by the 791 COOPERATIVE Participants from the pricing submitted from this vendor proposal.

E. Products & Services Summary Matrix

Provide a matrix that will allow 791 PURCHASING COOPERATIVE to readily appraise your company's products and service offering versus other respondents.

F. Value Add Services Description

Provide answers to the following questions from which information will be utilized should your company be selected.

1. Describe how you company will interact with 791 PURCHASING COOPERATIVE. Include a process map of communications.
2. Describe your training program with 791 PURCHASING COOPERATIVE staff and a proposed schedule of topics and include any proposed training literature or materials.
3. Indicate who will be providing training including their title, telephone number, fax number and e-mail address. Include resume.

4. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.
5. Describe your company's shipping schedule notification procedures.
6. Describe how your company deals with shipping delays. How do you notify your customer of delays?
7. Provide your shipping schedule reporting form. How many times do you update?
8. How many products do you stock? Where? Do you manufacture the products?
9. What is your average percentage of on-time delivery?
10. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution. What does your company do to expedite quotes to the government entity and track completion?
11. How does your company track warranties and update warranty periods as units or components are replaced?
12. How does your company work to continuously improve the services that you provide?
13. Please provide any discount schedules your company offers.
14. Please provide the labor rates for services outside the initial scope of work.
15. Please provide the markup rates for traffic equipment not included in the turnkey approach.
16. Describe how your company will introduce this agreement to all government entities
17. Provide a sample of any advertising campaign.
18. Describe how you intend on involving 791 PURCHASING COOPERATIVE's staff or any Regional Educational Service personnel in your introduction.
19. Describe your organization's internet capabilities to fulfill this contract.
20. Describe your company's quotation/proposal process.
21. Is your system a self-developed and self-managed system or an outside paid service?
22. Please include any additional information you think 791 PURCHASING COOPERATIVE should have when making their decision to select your company.

G. Product Information:

Provide answers to the following questions from which information will be utilized should your company be selected.

1. Please give examples of local agencies that have purchased products from your company.
2. If your product is deemed defective, what is the replacement process and turnaround?
3. State whether your company provides a quality guarantee on their product/service. If so, please describe.
4. State your insurance provider(s) and your company's level of coverage.

VI. PRICING FORMAT

Vendors may propose alternatives to the pricing options listed in this section. However, they must have a way to verify pricing to ensure costs paid by Participants do not exceed the contract price. Volume discounts should be made available. It is anticipated that this agree will average approximately \$100 million annually over the life of this agreement.

A. Pricing for Line Items or Catalog

It is the intention of 791COOP to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of "catalog"

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract that takes the form of a catalog, price list, schedule, shelf price or other form that:

1. is regularly maintained by the manufacturer or vendor of an item; and
2. is either published or otherwise available for inspection by a customer during the purchase process;
3. to which the minimum discount proposed by the proposing vendor maybe applied.

B. Pricing Models

Pricing for Line Items or Catalog

It is the intention of 791 COOPERATIVE to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including Cities; Counties; Transit Agencies; Transportation Districts; Appraisal Districts; Water Districts; school districts; Community Colleges; State Universities; and nonprofit schools, colleges and agencies and other eligible participants.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will

be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of "catalog"

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing vendor maybe applied.

Adding New or Replacement Services During the Life of the Agreement Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier's price in which to apply a markup percentage. **See pricing sheets 2.**

Pay Careful Attention to This When Completing the Pricing spreadsheet.

Explanation:

Markup on cost

It is NOT recommended proposers use the Markup pricing method because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: 791 COOPERATIVE will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special

agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: When proposing a Line Item pricing model - 791 COOPERATIVE will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor is required to prove the pricing if the cost is higher than the original core list price to customer.

***Note:** If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.*

Shipping cost:

Pricing presented for goods offered should not include shipping costs from dealer to Member/Customer. If shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if the truck includes deliver but parts do not, them be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the 791 COOPERATIVE Members.

C. SPECIFICATIONS and PRICING FORMAT

(EXCEL SPREADSHEET)

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor. 791 COOPERATIVE leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

Pricing Sheets must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to

the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but 791 COOPERATIVE encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to 791 COOPERATIVE members.

Please propose a minimum discount off catalog for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. **You may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to.**

Caution: Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to 791 COOPERATIVE or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

PRICING FORMAT (EXCEL SPREADSHEET 2)

DO NOT PROPOSE “PRICE TO BE DETERMINED” or “ON REQUEST”. This method is not lawful to award by 791 COOPERATIVE.

Pricing Sheet 2 excel sheet

List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.

ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR’S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. DO NOT PROPOSE “PRICE TO BE DETERMINED”. If you have question on this process, call 791 COOPERATIVE for clarification.

Example: Proposed catalog, web or store price for an item is \$20.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$18.00.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform 791 COOPERATIVE of your intent.

Service Incidental to the Sale of Goods

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a 791 COOPERATIVE-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IN SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms.

VII. GENERAL INSTRUCTIONS

791COOP reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to 791COOP and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

791 COOPERATIVE reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to 791 COOPERATIVE and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

1. Customer support: The Vendor shall provide timely and accurate technical advice and sales support to 791 PURCHASING COOPERATIVE staff and 791 PURCHASING COOPERATIVE participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to 791 PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required
2. Contracts: All contracts and agreements between a Vendor and a 791 PURCHASING COOPERATIVE participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
3. Tax exempt status: All Texas government agencies participating in 791 PURCHASING COOPERATIVE are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.
4. Assignments of contracts: No assignment of contract may be made without the prior written approval of 791 PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.
5. Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
6. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any

favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

7. Funding out clause: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
8. Indemnity: The Vendor shall protect, indemnify, and hold harmless 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract
9. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
10. The Vendor shall comply with Insurance requirements and submit copies of their insurance certificate to 791 Coop and any member using the vendor’s award
11. New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791 PURCHASING COOPERATIVE may reject any additions, without cause
12. Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor’s facility for shipping F.O.B.
13. The Vendor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.
14. The Vendor agrees to honor pricing and will not have “Floors” in their pricing. This includes fixed prices and discounts of catalogs.
15. The Vendor agrees it may revise catalogs no more than 2 times a year.
16. The Vendor may request price adjustments quarterly based upon the CPI. However, 791 COOP deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
17. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.

18. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.
19. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
20. Publicly held Company (Vendor) shall provide most recent SEC Financial filing.
21. Private held Company (Vendor) shall provide access to review its Financial Statement
22. Vendor will notify 791 COOP of any financial changes including changes in debt ratings. Vendor will notify 791 COOP of any “supplier” putting credit holds upon the vendor and why such hold is in place. Vendor may request 791 COOP sign a non-disclosure agreement regarding this matter.
23. Vendor shall offer a rebate program to agencies that meet certain minimum ordering requirements.
24. May regional groups, like Councils of Governments, Education Service Centers, State College groups or local “Piggyback Coops” pool their usage together to obtain higher “end of the year” rebates (if the Participants commit their combined usage)?
25. The Vendor agrees that upon request by 791 COOP that it will promptly update contact information of references
26. **Felony Conviction Notice (Required in Texas) -Notification of Criminal History:** “A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034. FELONY CONVICTION NOTICE document is part of the Required Forms Combined Rev1 document and posted on Ionwave. This form should be uploaded to the “Response Attachments” of this RFP. Failure to complete this result in being given notice your proposal is being considered for award and you will be given no more than 5 business days to complete and return before being determined non-responsive.
27. **References:** The proposal response should contain a minimum of five (5) references of customers you have served that would be considered eligible for membership in 791COOP (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document is attached as **EXHIBIT A. REFERENCE SHEET** must be completed and uploaded.
28. **Vendor Certifications:** Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates may be scanned and uploaded to the “Response Attachments” or the Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit with their Response. Vendors choosing to wait will be asked to complete and return. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

- 29. Federal Forms and Certifications:** There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a member. Vendors should complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in IonWave. Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit with their Response. Vendors choosing to wait will be given no more than 5 business days to complete and return before being determined non-responsive.
- 30. CERTIFICATIONS OF OFFEROR:** This is part of the RFP and must be completed, signed, scanned and uploaded to the “Response Attachments” with the proposal. The EXHIBITS must also be completed, signed and uploaded with the copy of the RFP. If proposer has deviations to these documents, the vendor must identify them under **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with 791COOP. The CERTIFICATIONS OF OFFEROR signature page must be submitted signed. The acceptance of any negotiated terms will be added to the **CERTIFICATIONS OF OFFEROR**.
- 31. 791COOP Vendor Agreement:** This agreement may be found on this RFP Attachments section on Ionwave. If proposer has deviations to these documents, the vendor must identify them under a copy of **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with 791COOP. Leave the 791COOP Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised 791COOP Vendor Agreement.
- 32. Warranty (if applicable):** Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.
- 33. Protest Procedure:** If a contractor/proposer (contractor) desires to protest a process or decision by 791COOP, the contractor must follow the process used by R15 ESC .

D. LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities’ and jurisdictions’ laws and regulations, members may be prohibited from participating in one or more of the 791COOP agreements. 791COOP has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a 791COOP awarded agreement.

E. INSURANCE REQUIREMENTS

- 1. Contractor’s Commercial General Liability Insurance**—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Contractor’s operations under the Contract Documents, whether such operations be by himself or anyone directly or indirectly employed by him or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

2. **Contractor's Automobile Liability Insurance**—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by him or for whose acts any of them may be legally liable.

3. **Contractor's Workers' Compensation and Employer's Liability Coverage**—The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with Texas laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, he shall comply with the applicable requirements and laws of Texas. R15 ESC, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect him and the University against any claims resulting from injuries to and death of workers engaged in work under this contract.

4. **Coverage limits**—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:

- a. **Commercial General Liability Insurance and Commercial Automobile Liability Insurance** limits of coverage shall be the limits established by Texas Claims Act or a Combined Single Limit coverage of \$1,000,000.
- b. **Contractor's Workers' Compensation** - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Texas or \$1,000,000.
- c. **Umbrella Liability Insurance**: Liability on a following form basis with a limit \$1,000,000 per occurrence in excess of all primary limits.

5. All proposals shall include a valid Certificate of Liability Insurance showing R15 ESC, 791 Purchasing Cooperative and individual 791 Purchasing Cooperative members (if requested) as a certificate holder.

6. To protect the R15 ESC, 791 Purchasing Cooperative, 791 Purchasing Cooperative Members and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the R15 ESC's and 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

VIII. Terms and Conditions

- 1. Exclusivity-** Any award under this solicitation is not exclusive and 791 COOPERATIVE reserves the right to multi award or not award. 791 COOPERATIVE reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if 791 COOPERATIVE decides it is in the best interest of our members.
- 2. Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
- 3. Best and Final Offer** – There will be NO best and final offer; your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
- 4. Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
- 5. Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to 791 COOPERATIVE.
- 6. Equal Pricing** – Pricing proposed shall be provided to any 791 COOPERATIVE members and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to 791 COOPERATIVE members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all 791 COOPERATIVE members if the quantities, timing and all other circumstances are identical.
- 7. Estimated Quantities:** Because 791 COOPERATIVE cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, 791 COOPERATIVE makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
- 8. Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the 791 COOPERATIVE member needs and deciding the controlling order is at the sole discretion of 791 COOPERATIVE. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
- 9. Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. 791 COOPERATIVE want pricing either in a fixed price or a discount off published or available to 791 COOPERATIVE Member catalog price or both if applicable to your proposal. A “catalog” is

defined above and includes pricing of goods and /or services.

- 10. Evaluation** – 791 COOPERATIVE will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
- 11. LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH 791 PURCHASING COOPERATIVE R15 ESC , ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER R15 ESC NOR 791 COOPERATIVE SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY R15 ESC OR 791 COOPERATIVE.
- 12. RESERVATION OF RIGHTS** - 791 COOPERATIVE expressly reserves the right to:

 - a) Reject or cancel any or all proposals;
 - b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
 - c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
 - d) Reissue a SOLICITATION;
 - e) Consider and accept an alternate proposal as provided herein when most advantageous to 791 COOPERATIVE and its members;
 - f) 791 COOPERATIVE has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
 - g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. 791 COOPERATIVE and its members reserve the right to procure any items or services by other means at the sole discretion of 791 COOPERATIVE or its members.
- 13) Supplemental agreements** - The 791 PURCHASING COOPERATIVE Member entity participating in the 791 PURCHASING COOPERATIVE Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above

the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. 791 PURCHASING COOPERATIVE, its agents, 791 PURCHASING COOPERATIVE Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires 791 PURCHASING COOPERATIVE and/or 791 PURCHASING COOPERATIVE Member to sign an additional agreement, those agreements shall comply with the award made by 791 PURCHASING COOPERATIVE to the Vendor. Supplemental Vendor's Agreement documents may not become part of 791 PURCHASING COOPERATIVE's Agreement with vendor unless and until an authorized representative of 791 PURCHASING COOPERATIVE reviews and approves it. 791 PURCHASING COOPERATIVE permits 791 PURCHASING COOPERATIVE Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Agreement.

- 14) **Survival Clause** - All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and 791 PURCHASING COOPERATIVE or the 791 PURCHASING COOPERATIVE Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by 791 PURCHASING COOPERATIVE or a 791 PURCHASING COOPERATIVE Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.
- 15) **Smoking** - Persons working under Agreement shall adhere to the 791 PURCHASING COOPERATIVE Member's or local smoking statutes, codes or policies.
- 16) **Novation** -If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.
- 17) **Licenses** - Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791 PURCHASING COOPERATIVE and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 18) **791 PURCHASING COOPERATIVE Member Purchasing Procedures** - Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Member to the awarded vendor and should indicate on the order that the purchase is per the applicable 791 PURCHASING COOPERATIVE Agreement number. Orders are typically emailed to 791 PURCHASING COOPERATIVE at admin@791COOP.org
 - Awarded vendor delivers goods/services directly to the participating member.
 - Awarded vendor invoices the participating 791 PURCHASING COOPERATIVE Member directly.

- Awarded vendor receives payment directly from the participating member.
 - Awarded vendor reports sales monthly to 791 PURCHASING COOPERATIVE (unless prior arrangements have been made with 791 PURCHASING COOPERATIVE for an alternative submission schedule).
- 19) Incorporation of Solicitation** - The 791 Purchasing Cooperative Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.
- 20) State of Texas Franchise Tax:** By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
- 21) Funding out clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
- 22) New Technology and Products:** New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791 PURCHASING COOPERATIVE may reject any additions, without cause
- 23) Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

[CERTIFICATIONS OF OFFER AND SIGNATURE IMMEDIATELY FOLLOWING]

IX. CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I have noted any exceptions to the RFP in my organization's response. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated; and furthermore that I, _____(typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the R15 ESC , on behalf of said Offeror by authority of its governing body. I am binding my organization to the terms set forth in this agreement with R15 ESC . I understand that there is a separate vendor agreement with 791 Purchasing Cooperative. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

Required

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT A.
REFERENCE SHEET

Entity Name	City and State	Contact Person	VALID EMAIL IS REQUIRED	Phone

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT B

VENDOR PROFILE QUESTIONNAIRE

Required for Evaluation of Proposals, Failure to complete may result in your firm's response to be Non-Responsive.

Provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services. Additionally, provide a Cover Letter, a summary of response to this proposal request, of

1. Minority/Women Business Enterprise (Required by some participating governmental agencies)

- Vendor certifies that his firm is a M/WBE **Yes No**
- Please include any copies of SBA, HUB, MWBE, Veteran or any other certification.

2. Certification of Residency (Required by the State of Texas)

- Company submitting bid is a resident bidder. **Yes No**
- Vendor's principal place of business is in the city of _____ State of _____

3. Felony Conviction Notice (Required by the State of Texas)

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony: (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.)

4. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing. **Yes No**

If answer is no, attach a statement detailing how pricing for 791 PURCHASING COOPERATIVE participants would be calculated.

- Additional discounts for purchase of a guaranteed quantity? **Yes No**

5. Processing Information

- Company billing address where the invoice for the participation fee will be sent by 791 PURCHASING COOPERATIVE:

Contact Person & Title: _____

Company: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Email: _____

- Contact person responsible for processing and confirming all purchase orders (PO's) sent by 791 PURCHASING COOPERATIVE:

Contact Person & Title: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Email: _____

6. Provide a Cover Letter for Response to this RFP.

7. Provide a brief history of your company, including the year it was established.

8. Provide company's official registered name.
9. Provide your company's corporate organizational chart.
10. List number of sales and service offices in Texas, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.
11. List number of employees at each site with breakdown of direct sales, sales support, service technicians, engineering support and administration.
12. Provide your company's Dun & Bradstreet (D&B) number.
13. Provide your income statement, balance sheet and cash flow for the past three (3) years.
14. Please define your standard terms of payment.
15. Provide a description of your company's relevant market and your position within it.
16. Describe the scope of sales/field support your company would make available to government entities.
17. Describe the scope of training opportunities your company would make available to government entities as needed.
18. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
19. Describe how your company handles after-hours customer service needs.
20. Indicate your response time to emergency service calls.
21. Describe your 24/7 service compliance.
22. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
23. Please describe the quality program(s) within your company and the program which measures your service work.
24. List your company's standard scope of work performed for preventative maintenance visits, **if this is a service your firm does**.
25. List the dollar **sales** volume your company annually.
26. Describe your call center organization.

27. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
28. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
29. Describe your expectations of your subcontractors and /or service centers when completing a repair. How does your company verify these expectations are being met?
30. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
31. Describe how your company tracks completion of repairs construction projects.
32. Describe how your company manages services calls on a not to exceed amount. Is your company willing to accept a not to exceed amount specified by the government entity or does your company operate with a minimum amount not to exceed; if so, what is that amount?
33. Describe your process for trouble shooting a problem. How does repair get escalated for service?
34. List the total dollar volume your company completes in Government Construction annually.
35. List the other functions your company can provide regarding JOC.
36. Describe what project scheduling tools your company use to track projects during construction
37. Describe how your company handles site development and project permitting process.
38. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
39. Describe your company's facility Services and equipment customer service plan.
40. Describe your company's safety program performing services.
41. Provide your company's administrative support resources
42. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
43. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?
44. Describe what technical resources your company will provide to support the government entities' projects.

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45. Indicate if your company will accept all forms of Purchase Orders or Project Work Orders.
 46. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
 47. Identify the process of receiving a purchase order to the ordering of equipment.
 48. Identify the process of receiving a purchase order and any billing (including progress payments).
 49. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
 50. Describe how your company will invoice the government entity. Include a process map.
 51. Is your company able to send quotes in electronic format via email including specific information.
 52. Discuss the invoicing options your company offers and the payment terms for each.
 53. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?
 54. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT C.**EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**

Company Name _____

Note: This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed.

Any exceptions to the Terms, Conditions, Specifications or Bid Forms contained herein shall be noted in writing and included with the bid submittal. **If there are no exceptions, please write N/A and sign it.**

Page Number	Paragraph #	Term, Condition or Specification	Exception

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____
(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____