



**PROCUREMENT SOLICITATION DOCUMENT
REQUEST FOR PROPOSALS (RFP)**

791 Purchasing Cooperative

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

AND

Lead Agency:

CENTRAL TEXAS COUNCIL OF GOVERNMENTS

RFP #2021-03-005 Inmate Jail Bond Advertising

Issued: March 30, 2021

Submission Deadline: April 21, 2021 1 pm CDT.

Central Texas Council of Governments

ATTN: 791COOP

2180 North Main Street,

Belton, TX 76513

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 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 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 software company may not propose to perform construction work)
- 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

- 1) The Texas Conference of Urban Counties representing 34 Counties and 79% of the Texas Population or about 23 million residents.
- 2) 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. This comprises the small, mid-sized and rural school districts in Texas.
- 3) The State of Texas CTCOG is a Lead Agency with 791COOP and CTCOG represents 43 Public School Districts in their service area.
- 4) The Central Texas Council of Government is a Lead Agency with 791COOP and CTCOG represents over 40 local governments and a population of approximately 523,000 residents.
- 5) 791COOP may add additional partnerships to this program.
- 6) It is estimated that contracts awarded under this RSCP will total over \$25-100 million annually with competitive pricing proposed.

F. 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 CENTRAL TEXAS COUNCIL OF GOVERNMENTS (CTCOG) 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.

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 CTCOG, 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:

- B.** 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 software company may not propose to perform construction work)
 - 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.
 - **No contact provision:** Proposers and potential proposers are specifically precluding from contacting any staff member at the Central Texas Council of Governments prior to award of this RFP. Questions are to be submitted online at: <https://791COOP.ionwave.net> or via email at admin@791Coop.org

III. GENERAL INFORMATION

A. The financing of 791COOP and Lead Agency Central Texas Council of Governments.

1. **791COOP Vendor Paid Fee:** The total cost of the 791COOP program, is funded through an administration **fee of 2.0%** 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.
3. Vendor agrees to pay an additional 2.0% to the 791 PURCHASING COOPERATIVE of the total revenue paid to the Participating Government Agency by the contractor.
4. The fee is an annual participation fee for all Agreement sales to 791 PURCHASING COOPERATIVE Members utilizing a 791 PURCHASING COOPERATIVE awarded contract. It is based upon the volume of the combined contract sales. The fee will be paid monthly and adjusted based upon projected annual volume with reconciling fees paid and total volume the last month of the year.
5. The 791 PURCHASING COOPERATIVE participation fee will not be a provided as a separate line item to the 791 PURCHASING COOPERATIVE Member. Vendor will remit the participation fee to 791 PURCHASING COOPERATIVE within thirty (30) business days of receipt of the payment for Purchases made under this agreement, which includes the annual participation fee, from the 791 PURCHASING COOPERATIVE Member. Failure to pay the participation fee will result in termination of Agreement and 791 PURCHASING COOPERATIVE reserves the right to take any action under the law or equity for any breach of contract.
6. Prior to delivering a quote to a 791 PURCHASING COOPERATIVE Member, the awarded vendor(s) will calculate the administrative fee for 791 PURCHASING COOPERATIVE to be included in the quote.

B. Additional Information

1. **Term of Agreement and Renewals:** The 791COOP RFP #2021-03-005 Inmate Jail Bond Advertising agreement will have an initial term of the agreement of three (3) years. Awarded agreements may be extended for two (2) additional two (2)-year terms. The two (2) year 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.

2. **Termination 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. The Awarded vendor shall provide 791COOP with 180 days written notice in order to protect the interests of the 791COOP members that may be under contract or in negotiation.

Vendor Questions: **Questions about this solicitation shall be submitted to admin@791COOP.org with**

the following in the subject line: “RFP #2021-03-005 Inmate Jail Bond Advertising 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 13, 2021 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 30, 2021
Pre-Proposal Conference	None Scheduled
Inquiry Period Ends	<u>April 13, 2021 AT 5:00 PM (CDT)</u>
Proposal Due Date	April 21, 2021 1 pm CDT
Anticipated Award	May 18, 2021*

*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 CTCOG Executive Board/Committee. Awards will be granted or denied at the monthly stated meeting of the CTCOG Executive Board/Committee. 791COOP will base a recommendation for award on factors permitted by the *Texas Local Government Code sections 252, 262, 271*. 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. 791C, OOP 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 local government code 252, 262, & 271*.

1. Revenue Amount: **(40) 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: **(20) 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: (5) point weight** - <0 -3 years = 0 points; 4-6 years =3 points; >6 years = 5 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 CTCOG 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 70-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

V. SPECIFICATIONS

This solicitation is seeking providers for:

Jail Bail Bond Advertising

791 COOP with the Central Texas Council of Governments will receive proposals for a request for proposers for advertising services for Jail Bonds for inmates at various City Jails, County Jails, County Annexes and residents at Juvenile Justice Centers (Facilities). This proposed agreement can be used by a County, City, State providing inmate Detention Services with the purpose advertising various Bond providers for individuals needed Jail Bonds. The local governments using this agreement are referred to as a Participating Government Agencies. Local governments shall receive compensation for this service. Please note, These requirements are for illustration purposes and a contractor may propose alternations or another advertising type program that may or may not meet the Participating Government Agencies that would utilize this contract. As an RFP, the purpose is evaluate how best to provide this service and generate revenue for the Participating Government Agencies that will use this contract award.

There are several attachments with the solicitation regarding Bail Bonds. They may be found at <https://791COOP.ionwave.net>

- Attorney General Opinion from Ken Paxton KP-0272.
- Requirements for becoming a Bail Bondsman in Texas
- Texas Statutes 1704.

A. Information on Bail Bonds in Texas

- 1) In Texas, a **bail bond** is money required by a court for a criminal defendant to be released after an arrest. If the bail is paid, or **posted**, the defendant can be released from custody pending trial. If it is **not posted**, he or she will most likely remain in custody while awaiting trial.
- 2) The **amount of bail** depends on the offense being charged and the court hearing the case. Other factors can influence the amount, as well. Courts can even release defendants on **personal recognizance**. PR release, as it is often called, allows defendants to await their trial at home **without posting bail**, at all.
- 3) Defendants who cannot pay their own bail can hire a **bail bondsman** to help, for a fee.
- 4) Defendants who post bond have to abide by the conditions of their release. If they do, the money they posted for bail will be returned. Missing a required court appearance can lead to bond being **forfeited** and kept by the court.

B. What is bail?

- 1) **Bail** is the **amount of money that defendants have to post** in order to **stay home during their trial**.¹ Those who do not post bail will have to wait for their trial behind bars.
- 2) Courts in Texas use bail to make sure defendants are present at future court appearances. Defendants who post bail and then miss a court date **forfeit** their bail money. If the case is resolved and the defendant has not missed an appearance, the bail money will be returned.

C. How does bail get posted?

- 1) Bail can be posted in 3 different ways:
 - a) **cash bail**, where the defendant provides the court with cash or a check for the full amount,
 - b) **bail bond**, where a bail bondsman posts bail on the defendant's behalf, for a fee, and
 - c) **property bond**, where the court puts a lien on the defendant's property, often a house.

D. How do bail bonds work?

- 1) **Bail bonds** are the most common way to post bail, especially for severe charges.
- 2) Severe offenses often lead to high bail requirements. When defendants cannot make bail, they can call a bail bond company. The company will post bail on the defendant's behalf.
- 3) In exchange for posting bail, the defendant pays the company a **bail premium**. The premium can be between 10 and 20 percent of the bond amount.
- 4) If the defendant **makes all of their court dates**, the company gets their money back. The defendant does not get the premium back, though.
- 5) If the defendant **misses a court date**, the bail bond company loses the money it posted. The defendant is responsible for paying the company back. The company can take legal action against the defendant to recoup its losses.

E. How much will it cost?

- 1) The **amount of bail** that courts will set for pre-trial release depends in large part on the criminal charge. Bail is generally higher for [felonies](#) than for [misdemeanors](#). Courts can even deny bail, completely. They can also release defendants for no bail, at all.
- 2) Each court has its own **bond schedule**. The schedule sets recommended amounts for bail for each type of criminal offense. Judges have the discretion to set bail higher or lower than the amount on the schedule, based on the circumstances.
- 3) Factors that can raise the amount of bail include:
 - a) the severity of the alleged crime,
 - b) any prior convictions,
 - c) restraining orders against the defendant,
 - d) the defendant was on [probation](#) at the time of the arrest,
 - e) the defendant is a flight risk, or
 - f) the defendant is a risk to someone else's safety.
- 4) Courts can **deny bail** in some cases, often involving serious charges. These can be for [capital felonies](#) like murder. The defendant will have to wait for trial behind bars.
- 5) Courts can also choose to release a defendant on **personal recognizance**. Known as a PR bond, defendants

released on personal recognizance do not have to post any money for bail. They can wait for trial at home. However, the terms of pre-trial release can be stricter for PR bonds.

F. Can bail be reduced?

- 1) The amount required to post bail **can be reduced in a bail hearing**. It can also be reduced if the case gets delayed.
- 2) Defendants can **request a bail hearing** by filing a motion for bond reduction or a writ of habeas corpus. Those motions outline why bail should be lowered.
- 3) At the hearing, the defense can present evidence that supports reducing bail. The prosecutor will argue that it should stay the same.
- 4) Bail can also be reduced if the defendant has already spent enough time in jail awaiting trial.²

G. Has the coronavirus impacted bail?

- 1) The spread of COVID-19, or the coronavirus, has impacted bail. Some courts may be more willing to let defendants out on reduced bail or on personal recognizance if they are at risk for the disease. This includes:
 - a) elderly defendants,
 - b) defendants with underlying medical conditions, especially respiratory problems, and
 - c) those who may already have been infected with the coronavirus.³

H. What happens if the defendant misses a court date?

- 1) If the defendant misses a required court appearance, it can **forfeit** the bond. The court will likely issue a [bench warrant](#) for the person's arrest. The court will keep the money that was posted to secure a pre-trial release. It will not be returned when the case ends.

I. Legal References:

1. [Texas Code of Criminal Procedure 17.01](#).
2. Texas Code of Criminal Procedure 17.151.
3. Texas Code of Criminal Procedure Chapter 17 is a reference for Bail Bonds.

J. Compensation

As compensation for allowing Contractor to provide bail bond sign boards on city or county jail premises, the Participating Government Agency shall receive a percentage of gross revenues generated. The gross revenue will be generated by and through the proposed bail bond advertising service. Gross revenue consists of compensation, earnings, gain, income, proceeds received by Contractor that are in any way connected to the provision of service pursuant to this RFP and Agreement. Proposers submit proposals to include an annual percentage of gross revenue paid to the Participating Government Agency during the term of the Agreement.

The following are work tasks assumed necessary to market, vet and obtain bail bond agencies wishing to advertise their services and contact information to individuals being processed through the criminal justice system and inmates residing in the Participating Government Agency City or County Jail Facilities.

K. Bail Bond Agents Sign board.

Sign board Specifications: *Note: The term “sign boards” for the purpose of this RFP refers to foam board inserts, printed sheets signs or other materials for posting prepared by proposer, which contain printed advertising of the services of bail bond agents for display in the Participating Government Agency’s jail facilities.

1. Lobby Sign boards (Sample):
 - a) Dimensions: 32” x 20” – hung/mounted horizontally.
 - b) Material: Printed ad board must be professionally crafted poster-like boards encased in Non-breakable frames with lexan plastic cover.
 - c) Lexan is a resin which is a polycarbonate (PC) material and ULTEM™ resin which is a polyetherimide (PEI) material Include all hardware and security screws/fasteners.
 - d) Signs shall be installation ready.
 - e) Quantity: six (6)
2. Laminated Jail Sign boards : (Sample)
 - a) Dimensions: 11” x 17” – hung/mounted horizontally.
 - b) Material: Printed ad board must be professionally crafted poster-like boards encased in overlaminated film.
 - c) Include all hardware security screws and/or Velcro fasteners.
 - d) Signs shall be installation ready. Quantity: ninety-five (95)
3. Cling Jail Signs (Sample):
 - a. Dimensions: 11” x 20” – placed vertically.
 - b. Material: Printed ad sign in Static Cling for inside glass, to apply cling inside the window facing out. Signs shall be installation ready.
 - c. Quantity: Twenty (20)
4. Proposer shall be solely responsible for the assembly, construction, printing and delivery to the Chief Law Enforcement Official’s Department of all sign boards, at no costs to the Participating Government Agency.
 - a) If encasements are used to display sign boards, they must be constructed and made of safety material (non-breakable frames, lexan plastic covers, hardware/security screws, printed ad boards, or static cling, clear plastic printed sheet signs) to prevent removal, damage, or defacement of the boards. All materials used for the sign boards must be approved by the Participating Government Agency Chief Law Enforcement Official ’s Department prior to installation).
5. Proposer shall maintain the sign boards that are the subject of this RFP. Any damaged sign board or encasement will be removed by the Participating Government Agency and shall be replaced by the Proposer within thirty (30) days of written or email notice. In the event that the Proposer must replace the sign boards more than twice annually, the Proposer will reimburse the PARTICIPATING GOVERNMENT AGENCY for the

actual costs incurred for replacement of the boards at a negotiated, not-to-exceed, amount.

6. Proposer's sign boards shall be the exclusive method for advertising bail bond information and referral services to individuals on jail premises, those being processed through the criminal justice system, and inmates residing on the premises. The advertisements placed on the signboards shall include the names and telephone numbers of local bail agents.
7. Proposer agrees to sell bail bond advertising space on the sign boards and maintain a minimum of three (3) advertisements on them during the term described in Section 1.A.2 of this RFP. The ad spaces will first be made available to licensed bail agents in Participating Government County, and then to all properly licensed bail agents within the State of California.
 - a) **Advertising Period/Cycle.** The bail bond agencies advertisement will be posted and displayed in the PARTICIPATING GOVERNMENT AGENCY facilities for a period of six consecutive months. New sign boards shall be provided by Proposer every six month for the term of the Agreement. Delivery of Signs:
 - b) All signs, must be installation ready and delivered fourteen (14) days prior to the start of the six-month advertising period to:
 - c) Participating Government Agency **Sample**

Chief Law Enforcement Official
Attn: Lt. John Doe / Sgt. Jennifer Doe 12345 Any Street.
Government Agency, TX 12345.

L. Proposer Operating Requirements:

1. Securing and executing an Agreement with each bail bond agent who desires to advertise on the sign boards. Proposer shall ensure that all bail bond agents and agencies who appear in the free listings and/or have an advertisement on the sign boards meet the following criteria:
2. All Agency Trade Names appearing on sign boards must be on file with the Department of Insurance and approved for use by the licensed agency owner.
4. Each bail bond agency owner wishing to place an ad on sign boards or appear in the listings must hold a valid bail license with the Texas State Department of Insurance Participating Government Agency reserves the right to block or remove any non-licensed or non-qualified agency information card from the boards.
5. All persons acting as an individual surety bail agent in the State of Texas must be licensed by the Texas Department of Insurance (DOI), and appointed as an agent for and with a qualified Surety Insurer. A bail agent may transact business under his or her natural name, or use a qualified DBA which must be filed with and approved by, the DOI. In addition, if an individual licensed surety bail agent wishes to work for another bail agent, that individual licensed surety bail agent wishes to work for another bail agent, that individual bail agent must also seek approval from the DOI to transact business under his employer's natural name, or his employer's DBA, at which point the DOI includes the licensed agent's information in his/her employer's license file.
6. All display ad style information to be placed on sign boards must comply with the Department of Insurance regulations and may include agent pictures, agency name, telephone numbers, address, services available and other information the agency owner feels is pertinent to his or her business. Nothing in the advertisement can be obscene, immoral, illegal, unlawful, deceptive, untrue or misleading. The

- PARTICIPATING GOVERNMENT AGENCY further reserves the right to reject any or all advertising copy or illustration deemed inappropriate by the Chief Law Enforcement Official 's (Facility Commander or designee).
7. Include the name and telephone number of each qualified bail bond agent or agency who wishes to appear in the free listings column on each sign board; which occupies approximately 10-15% of the total signboard.
 8. Placement of the advertisements of all licensed bail bond agents wishing to advertise their services in the PARTICIPATING GOVERNMENT AGENCY jail facilities, in a fair and equitable manner.
 9. Proposer shall be responsible for placement of all advertisements on the sign boards, and for relocating the advertisements on the sign boards every six months, based on the positions randomly assigned in a web-based "Internet Drawing Program". The Internet Drawing Program allows all qualifying advertisers to participate in random rotation drawings held on the internet.
 10. Proposer shall charge a monthly advertising fee to each bail bond agency purchasing space on the sign board. Following the initial twelve (12) months of the subsequent Agreement, Proposer may adjust the monthly fee annually with the approval of the Chief Law Enforcement Official 's Department.
 11. Bail bond agencies must pay for the first six months in advance.
 12. All bail bond agents or agencies who meet the requirements listed per subsections II, D, 1 (a)-(d) above may have their names and telephone number included in the bail bond listings on each sign board free of charge, regardless of whether they purchase advertising space.
 13. Proposer shall conduct outreach to Participating Government Entity and the Area bail bond agents in an effort to expand the base of potential advertisers for the sign boards.
 14. Proposer shall maintain financial records showing funds received from agency participants and funds paid to PARTICIPATING GOVERNMENT AGENCY , as per the RFP and subsequent Agreement.
 15. Proposer shall comply with all the Chief Law Enforcement Official 's Department rules and regulations concerning conduct on Facility property and contact with inmates.
 16. Proposer shall comply with all State, County or Municipal Government and Federal Government and Commissions rules and regulations.
 17. Proposer shall obtain all necessary certificates, licenses and permits required by City and County, State and Federal rules and regulations in order to perform the services described in this RFP. Copies of all such documents shall be presented to the PARTICIPATING GOVERNMENT AGENCY upon request.
 18. **Participating Government Entity Chief Law Enforcement Official 's Department Duties and Responsibilities:**
 - a) 30-days prior to the start of each 6-month advertising period, the PARTICIPATING GOVERNMENT AGENCY shall provide a list of all bail bond agents or agencies that have requested the opportunity to post advertisements of their services at the City's jail facilities as well as those that currently post advertising at those facilities.
 - b) The PARTICIPATING GOVERNMENT AGENCY shall install all signboard encasements received from Proposer prior to the start of the six month advertising period.
 - c) The PARTICIPATING GOVERNMENT AGENCY shall install all sign board encasement inserts and all

window cling signs provided by the Proposer on or before the start of each six month advertising period and replace them every six months pursuant to this RFP and Agreement. PARTICIPATING GOVERNMENT AGENCY and Proposer will determine the dates for the six month advertising period.

- d) Upon installation of the new sign boards, the PARTICIPATING GOVERNMENT AGENCY will destroy the prior ones.
- e) The PARTICIPATING GOVERNMENT AGENCY shall assign one PARTICIPATING GOVERNMENT AGENCY staff person to assist with the random drawing for placement of advertising on the sign.

19. Work Program/Project Schedule

- a) Upon receipt of a list of bail bond agents and agencies from PARTICIPATING GOVERNMENT AGENCY, Proposer will prepare the mailing lists, announcements and solicitation documents needed to notify all potential bail bond advertisers of the PARTICIPATING GOVERNMENT AGENCY's advertising program.
- b) The mailing to potential advertisers will include the dates for submitting paperwork to Proposer, and deadline dates and materials needed from advertisers prior to the deadline set for their participation. An **example** of the process is shown below:
 - i. Mailing of Notices to Prospective Advertisers: January 1, 2022
 - ii. Prospective participants will return signed space reservation forms. Upon receipt agency's form, Proposer will prepare and send the necessary contact and other documents to the interested participant.
 - iii. Deadline Date for receipt of all required documentation, (Signed Space Reservation Form, Signed Contract, Artwork, and payment): Monday, February 28, 2022.
 - iv. Internet drawing date and time for placement of ads on sign boards will be set to occur within 5 working days from, March 15, 2022.
 - v. Proposer's delivery of sign boards to PARTICIPATING GOVERNMENT AGENCY will occur no later than April 1, 2022 (14 days prior to the start of the six month advertising period).
 - vi. Proposer will deliver check for the full amount of the advertising proceeds due to the PARTICIPATING GOVERNMENT AGENCY within seven days from the date that PARTICIPATING GOVERNMENT AGENCY notifies Proposer that all advertisements for the 6 month period have been posted by PARTICIPATING GOVERNMENT AGENCY.

VI. ADDITIONAL REQUIREMENTS AND INFORMATION

A. DESCRIPTION

1. **Interested Vendors** shall submit an RFP responding to portions of the RFP that it can qualify and perform the work and desires to perform the work. Identify each response with the appropriate letter/numerical designation and respond to all items in the order given. Do not provide company brochures or other types of marketing materials in response to any item, except where requested.
 - a) Cover sheet, indicating the name of your company and the project title.
 - b) Executive Summary
 - c) Table of Contents
 - d) Experience and Qualifications
 - e) Personnel Experience and Qualifications
 - f) Implementation and Service Plan along with transition plan away from contractor.
 - g) Fee Proposal for advertising services
 - h) References
 - i) Organization information: describe you company's professional focus and the complete range of services being offered for the project. Furthermore, each Vendor must provide a list of any subcontractors who will be utilized to meet the terms of the proposal. All Vendors must review and comply with each Contracting Entity's ethics code.
 - j) Submit a statement why your company is best qualified for this project.
 - k) Other information that be useful in the evaluation.
 - l) Optional Services or Approaches to providing services with fees
 - m) Any other relevant information.
2. Project Approach:
 - a) Provide a milestone project schedule for the selection of approaches, design, construction and implementation.
 - b) Describe the extent of the Proposing Entity's staff involvement in the project, including key decision points at each stage.

B. Additional Requirements

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. Requests for Assignments shall include the reason for requesting the contract be assigned to a third party and provide information substantiating their capabilities. Payment can only be made to the awarded Vendor and assigned 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. Vendor shall comply with Insurance requirements.
11. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.
12. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
13. Publicly held Company (Vendor) shall provide most recent SEC Financial filing.
14. Private held Company (Vendor) shall provide access to review its Financial Statement

15. 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.
16. Vendor shall offer a rebate program to agencies that meet certain minimum ordering requirements.
17. 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.
18. 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.

C. Additional Questions:

General Information

- 1) Describe your company’s values and mission statement and how they relate to supporting your clients’ needs.
- 2) Please describe your growth plans and business objectives, both locally and internationally.
- 3) What industry recognition and/or awards has your organization received from industry sources and clients?
- 4) What differentiates your company and your services from that of your competitors? What value do these characteristics create for our company?
- 5) Provide a copy or a link to your most recent annual report or audited financial statement.
- 6) Please outline your office locations and geographic coverage.
- 7) Do you provide a single point of contact?
- 8) Describe your reporting capabilities.
- 9) Are custom and ad-hoc reporting available? Describe.
- 10) Can your custom reports be scheduled?
- 11) Are users able to share reporting templates with other (client) users within the site?

- 12) Does your system have customizable dashboards? Please describe.
- 13) Do your dashboards provide comparative analysis i.e. benchmarking within business units, make, model, engine type etc.?
- 14) Do your dashboards highlight trend and variance detail?
- 15) Do you offer predictive analytics capabilities? If so, please describe.
- 16) What advantages does your technology bring?
- 17) Do you provide technical support for your applications? If so, please describe the available support in detail.
- 18) Is your invoice available for review online?
- 19) Can billing be formatted to clients' needs? Sub-account billing. How many levels?
- 20) How do you audit and ensure the accuracy of your billing?

VII. PRICING FORMAT

B. Discussion of Revenue Options

Compensation:

1. Gross revenue will be generated by and through the proposed bail bond advertising service. Gross revenue is defined as the “overall amount, without deductions”, of the entire advertising amount paid by each advertiser during a six month advertising period; i.e. \$450 advertising fee per month for six months = \$2,700 gross amount per advertising space during the six month advertising period.
2. The Proposer shall pay a commission comprised of a percentage of gross revenues (as defined in Section E, 1 - Compensation) generated for each six-month advertising period during the term of the Agreement.
3. Proposer shall make a complete and accurate accounting of the gross revenue generated by the sign boards.
4. Proposer shall submit proposals to include a percentage of gross revenue paid to the City and County of Participating Government Entity Chief Law Enforcement Official ’s Department during the term of the Agreement.
5. It is expressly understood that the PARTICIPATING GOVERNMENT AGENCY is not responsible in any way, manner or form for any of Proposer’s costs related to the delivery of the bail bond sign board service per RFP SHF2017-06.

N. Commission Payment and Reporting:

1. Proposer shall deliver payments to the Chief Law Enforcement Official ’s Department based on the specified percentage of six (6) months of gross revenue generated by the sign boards. Proposer shall then deliver payments based on the specified percentage every six months through the duration of the Agreement.
2. Proposer shall submit an advertising detail summary report. The report shall include the following data:
 - a) The date range of the 6-month advertising period;
 - b) The number of bail agent advertisers;
 - c) Monthly ad fee charged to each advertiser
 - d) Total ad fee for six months
 - e) Total Gross Ad Revenue for six months (=Number of advertisers x monthly ad fee x six months)
3. Proposer shall submit written reports as requested by the PARTICIPATING GOVERNMENT AGENCY. Format for the content of such reports shall be determined by the PARTICIPATING GOVERNMENT AGENCY. The timely submission of all reports is a necessary and material term and condition of this RFP and subsequent Agreement.

VIII. 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.

A. Responses

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 catalogues.
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 CTCOG .

B. 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.

C. 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 there from, 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. CTCOG, 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 up to \$10,00,000.
5. All proposals shall include a valid Certificate of Liability Insurance showing CTCOG, 791 Purchasing Cooperative and individual 791 Purchasing Cooperative members (if requested) as a certificate holder.
6. To protect the CTCOG, 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 CTCOG's and 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

IX. 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 CTCOG , 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 CTCOG 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 CTCOG 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]

X. 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 CTCOG , 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 CTCOG . 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: _____

Please answer the following questions, if they do not apply, please write N.A. next to the question.

6. Provide a Cover Letter for Response to this RFP.
7. Provide your company's Dun & Bradstreet (D&B) number.
8. Please define your standard terms of payment.
9. Provide a description of your company's relevant market and your position within it.
10. Describe the scope of sales/field support your company would make available to government entities.
11. Describe the scope of training opportunities your company would make available to government entities as needed.
12. 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.
13. Describe how your company handles after-hours customer service needs.
14. Indicate your response time to emergency service calls.
15. Describe your 24/7 service compliance.
16. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
17. Please describe the quality program(s) within your company and the program which measures your service work.
18. List the dollar sales volume your company annually.
19. Describe your call center organization.
20. 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?
21. 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?
22. Describe your expectations of your subcontractors and /or service centers when completing a repair. How does your company verify these expectations are being met?
23. 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.
24. Describe how your company tracks completion of repairs.

25. 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?
26. Describe your process for trouble shooting a problem. How does repair get escalated for service?
27. List the total dollar volume your company completes in Government annually.
28. List the other functions your company can provide.
29. Describe what project scheduling tools your company use to track projects.
30. Describe your company's safety program performing services.
31. Provide your company's administrative support resources
32. 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)
33. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?
34. Describe what technical resources your company will provide to support the government entities' projects.
35. Indicate if your company will accept all forms of Purchase Orders or Project Work Orders.
36. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
37. Identify the process of receiving a purchase order to the ordering of equipment.
38. Identify the process of receiving a purchase order and any billing (including progress payments).
39. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
40. Describe how your company will invoice the government entity. Include a process map.
41. Is your company able to send quotes in electronic format via email including specific information.
42. Discuss the invoicing options your company offers and the payment terms for each.
43. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?

44. 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: _____

