

PROCUREMENT SOLICITATION DOCUMENT

REQUEST FOR PROPOSALS (RFP)

Retail Electric Power

791 PURCHASING COOPERATIVE

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

AND

Lead Agency:

Region 15 Education Service Center

RFP #791-2020-03-001 Retail Electric Power

Issued: March 6, 2020

Submission Deadline: March 23, 2020 by 2 p.m. (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 PURCHASING 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

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for 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".

Summary of RFP Instructions

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

1. Responses are due Monday March 23, 2020 by 2:00 pm (CDT).
2. Questions regarding this RFP will be accepted until 5:00 pm (CDT) on March 13, 2020.
3. All responses must be uploaded into ION Wave, an online system used by 791 PURCHASING COOPERATIVE to collect and organize proposals.
4. All Proposers must download and review the Vendor Agreement from ION Wave at <http://719coop.ionwave.net/>
 - a. If Proposer accepts the terms and conditions as defined in the Vendor Agreement, you must submit a statement with your response stating you have no deviations or suggested changes to the Vendor Agreement.
 - b. If Proposer would like to suggest language changes to the Vendor Agreement, Proposer must upload a redlined version of the Vendor Agreement with their proposal into ION Wave. If no redlined version of the Vendor Agreement is submitted to 791 PURCHASING COOPERATIVE, 791 PURCHASING COOPERATIVE will assume Proposer has accepted all terms and conditions of the Vendor Agreement and 791 PURCHASING COOPERATIVE will not entertain suggested language changes at a later date.
5. Proposer must answer all questions contained in the PROPOSAL SCORING, EVALUATION AND RESPONDENT QUESTIONS Section of this RFP and upload to ION Wave e-bid system
6. Proposer must complete all forms and certifications that are provided as a part of this RFP. All certification forms must be downloaded from ION Wave.
7. Proposer must answer all attributes contained in ION Wave.

Definition:

The proposer responding to this RFP may be referred to as, proposer, responder, respondent, vendor, company, firm or other similar moniker.

About 791 PURCHASING COOPERATIVE

1. The 791 PURCHASING COOPERATIVE provides resources and support to public entities within the State of Texas and all 50 states and US Territories. Any non-profit agency, local government or other government agencies may participate in this innovation program. The many benefits 791 PURCHASING COOPERATIVE provides its members and participants include:
2. Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
3. 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.
4. Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
5. Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
6. Maximize purchasing power for agencies with group purchasing power. Members and participants are all of the approximately 30,000 eligible public agencies in the United States.
7. 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.
8. Provide document retention for competitive procurement process for all 791 PURCHASING COOPERATIVE Awarded Agreements.

791 COOP Service

1. 791 PURCHASING COOPERATIVE staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
2. 791 PURCHASING COOPERATIVE provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
3. 791 PURCHASING COOPERATIVE enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

The General Information

Financing of 791 Purchasing Cooperative and Lead Agency, Region 15 Education Service Center

791 PURCHASING COOPERATIVE Vendor Paid Fee

The total cost of the 791 PURCHASING COOPERATIVE program, is primarily funded through an administration fee paid to 791 PURCHASING COOPERATIVE 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 791 PURCHASING COOPERATIVE members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

791 PURCHASING COOPERATIVE establishes a fee for each solicitation for proposals that is in the best interest of 791 PURCHASING COOPERATIVE and its members.

Term of Agreement and Renewals The initial term of the agreement is five (5) years. Awarded agreements may be extended for one (1) additional five (5) year term if both parties agree.

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

Termination

Contract shall terminate at the end of the agreement or at the end of any contract extensions. Either party may terminate for breach of contract which would include bankruptcy, or due to continued failure to perform the terms in this agreement. Prior to exercising termination for breach, the non-breaching party must provide notice by certified mail to provide the other party 30 days to solve the stated problems.

However, if this agreement is terminated prior to the end date of the initial term or the end date of an agreed to extension term, any 791 PURCHASING COOPERATIVE Retail Power Contract entered into between Vendor and a 791 PURCHASING COOPERATIVE Member shall survive and will not be terminated. Upon termination of this agreement between 791 PURCHASING COOPERATIVE and the Vendor, this agreement shall survive only insofar as to govern all surviving 791 PURCHASING COOPERATIVE Retail Power Contracts between the Vendor and 791 PURCHASING COOPERATIVE Member's. Termination for convenience is required under 2 CFR part 200.

The Awarded vendor shall provide 791 PURCHASING COOPERATIVE with ninety (90) days written notice in order to protect the interests of any 791 PURCHASING COOPERATIVE member that may be in negotiation.

Vendor Questions

Questions about the specific Solicitation shall be submitted to admin@791COOP.org with the following in the subject line: “**RFP # 791-2020-03-001 Retail Electric Power** contractor question.” Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the Solicitation or deemed relevant to the process by 791 PURCHASING COOPERATIVE will be addressed by properly posted addendum.

QUESTIONS WILL BE RECEIVED UNTIL MARCH 13, 2018 AT 5:00 PM (CDT).

- **NO Pre-Bid Meeting Scheduled**
- **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.**
- **791 PURCHASING COOPERATIVE reserves the right to determine if a Pre-Bid Meeting is held.**

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

| | |
|--------------------------------|--|
| RFP Issued | March 6, 2020 |
| Pre-Proposal Conference | None |
| Inquiry Period Ends | March 13, 2020 at 5:00 pm (CDT) |
| Proposal Due Date | March 23, 2015 by 2:00pm (CDT) |
| Anticipated Award | March 31, 2020* |

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

791 PURCHASING COOPERATIVE 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.

Description of Services Being Requested

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The purpose of this RFP is to solicit proposals for retail electric service and to select one or multiple Retail Electric Power (REPs) to serve as preferred REPs to 791 PURCHASING COOPERATIVE members. The awarded respondent(s) will enter into a Vendor Agreement with 791 PURCHASING COOPERATIVE which contain the general terms and conditions that will govern the preferred REP program. A copy of this Vendor Agreement has been provided as a part of this RFP. Any actual sales of electricity between the awarded respondent(s) and a 791 PURCHASING COOPERATIVE member will be governed by the awarded respondent(s) retail electricity power agreement subject to negotiation as described later in this RFP and in the Vendor Agreement.

The Vendor Agreement, once awarded, will enable 791 PURCHASING COOPERATIVE members to purchase electricity on an “as needed” basis from vendors who have been competitively selected through this RFP without conducting another RFP. The Vendor Agreement being awarded under this solicitation will be available for use by all schools, colleges, universities, cities, counties and other governmental entities that are or may become members of 791 PURCHASING COOPERATIVE and are located within ERCOT’s deregulated electricity market and all deregulated electricity markets.

- The awarded vendor(s) will be able to market their preferred REP status directly to 791 PURCHASING COOPERATIVE Members. 791 PURCHASING COOPERATIVE Members will be able to leverage the 791 PURCHASING COOPERATIVE purchasing agreement and solicit pricing proposals from the awarded vendor(s) without issuing an additional formal RFP.
- 791 PURCHASING COOPERATIVE reserves the right to award multiple vendors for this solicitation.

This proposal is requested for the benefit of current list of members and other new members as they execute 791 PURCHASING COOPERATIVE membership Agreements in the future. Member List can be requested by sending an email to admin@791COOP.org

- 791 PURCHASING COOPERATIVE reserves the right to extend the proposal deadline for any reason.
- 791 PURCHASING COOPERATIVE reserves the right to make changes to this Solicitation by way of one or more posted addenda.
- 791 PURCHASING COOPERATIVE reserves the right to make no award under this RFP should 791 PURCHASING COOPERATIVE believe it is in the best interest of its members.

Sales of Electricity to 791 PURCHASING COOPERATIVE Members

The Vendor Agreement(s) awarded as a result of this RFP will be established through free, full and open competition as described by the laws of the State of Texas and, once awarded, will be available for “piggy-back” by other government entities anywhere in ERCOT and all deregulated markets where allowed, subject to each entities’ jurisdictional law and regulation.

Any actual purchase of electricity will be effectuated through the execution of retail electricity contract between a 791 PURCHASING COOPERATIVE Member and an awarded respondent.

The awarded respondent(s) will be required to provide a transaction confirmation to 791 PURCHASING COOPERATIVE for each retail power contract entered into with a 791 PURCHASING COOPERATIVE member documenting the contract details such as start date, end date, anticipated annual kWh usage, etc. This transaction confirmation is described in detail in the Vendor Agreement.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791 PURCHASING COOPERATIVE members. Also, according to the Texas Public Information Act, any documents or information held by 791 PURCHASING COOPERATIVE “may” be public information. In the documents for the Proposer to complete is a declaration form entitled “*CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 15 AND 791 PURCHASING COOPERATIVE IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552*” that must be completed by the Proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

General Information

791 PURCHASING COOPERATIVE Vendor Participation Fee

The total cost of the 791 PURCHASING COOPERATIVE program, in most cases, is primarily funded through an administration fee paid to 791 PURCHASING COOPERATIVE by the awarded vendors. In this case, the annual fee will be a \$/kWh fee to be included in the contract price between the awarded vendor(s) and the 791 PURCHASING COOPERATIVE member who is contracting for electricity service. The awarded vendor(s) will collect the fee from any 791 PURCHASING COOPERATIVE member who has purchased electricity service from vendor through its normal invoicing process and remit the fee to 791 PURCHASING COOPERATIVE. The annual fee will be the applicable \$/kWh fee defined below multiplied against the actual kWh of electricity consumed by the 791 PURCHASING COOPERATIVE member.

| Annual Fee (\$/MWh) | Usage Tier (MWhs) |
|----------------------------|--------------------------|
| \$0.50 | 1 – 20,000 |
| \$0.25 | 20,001 – 40,000 |
| \$0.05 | 40,000 and above |

Prior to delivering an offer to a 791 PURCHASING COOPERATIVE Member for electric service, the awarded vendor(s) will calculate a single, weighted \$/MWh fee to be included in the electricity contract price using the above the tiered pricing matrix. This fee will be the annual 791 PURCHASING COOPERATIVE participation fee. The weighted fee will be based on the customer’s historical actual usage adjusted for any known changes to future consumption. Once calculated, the fee will be added to the vendor’s electricity price that is presented to the 791 PURCHASING COOPERATIVE Member. **The**

791 PURCHASING COOPERATIVE fee will not be separately listed in vendor’s proposal or invoice to the 791 PURCHASING COOPERATIVE Member.

The single, weighted 791 PURCHASING COOPERATIVE fee that is included in the vendor’s retail electricity price will not be subject to a true-up based on actual usage, not to exceed 3% differential of estimate, differential of greater than 3% will be subject to recasting.

For the avoidance of doubt, below is sample calculation of a single weighted fee using a hypothetical customer?

| | | |
|--|------------|-----------------------|
| <u>Customer annual usage: 45,000 MWh</u> | | |
| Tier 1 annual fee: | \$10,000 | (\$0.5 * 20,000 MWh) |
| Tier 2 annual fee: | \$5,000 | (\$0.25 * 20,000 MWh) |
| Tier 3 annual fee: | \$250 | (\$0.05 * 5,000) |
| Weighted annual Fee: | \$0.34/MWh | (\$15,250/45,000 MWh) |

Term of Vendor Agreement and Renewals The initial term of the Vendor Agreement is for a five (5) year term with one (1), five (5) year extension options. Any extension of the initial term will be agreed to in writing between 791 PURCHASING COOPERATIVE and Vendor. Nothing herein shall require either party to agree to an extension of the initial term.

791 PURCHASING COOPERATIVE reserves the right to terminate the Vendor Agreement for any reason prior to the end of the initial term or extension term with thirty (30) days written notice. However, if the Vendor Agreement is terminated prior to the end date of the initial term or the end date of an agreed to extension term, any retail electricity supply contract entered into between a vendor and a 791 PURCHASING COOPERATIVE Member shall survive and will not be terminated. Upon termination of the Vendor Agreement between 791 PURCHASING COOPERATIVE and a vendor, the Vendor Agreement shall survive only insofar as to govern all surviving retail electricity supply contracts between a vendor and 791 PURCHASING COOPERATIVE Member’s that were entered into pursuant to the Vendor Agreement. Termination for convenience is required under 2 CFR part 200.

Vendor Questions – Questions will be accepted until March 13, 2020 at 5:00 pm local time Questions about this specific solicitation shall be submitted to admin@791COOP.org with the following in the subject line: “RFP 170603 Retail Electric Power Questions”. Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the solicitation or deemed relevant to the process by 791 PURCHASING COOPERATIVE will be addressed by properly posted addendum.

All questions will be answered **within three (3)** business days of receipt and will be posted as an addendum to this RFP. Once the deadline for all questions has been reached and answers to all questions have been posted, 791 PURCHASING COOPERATIVE will accept additional questions as needed to clarify any answers provided to previously submitted questions. These additional clarifications will be posted as an addendum to this RFP. 791 PURCHASING COOPERATIVE reserves the right to extend the deadline to provide adequate time for the RFP process. Vendor may request additional time but it is solely the discretion of 791 PURCHASING COOPERATIVE management whether or not the additional time will be granted to all Proposers.

PROPOSAL SCORING, EVALUATION AND RESPONDENT QUESTIONS

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the Region 15 Education Service Center Board of Directors. Awards will be granted or denied by Region 15 ESC Board of Directors or their designee. 791 PURCHASING COOPERATIVE will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and the associated point weightings for each evaluation criteria are defined below. The total points to be allocated across all evaluation criteria is 100. 791 PURCHASING COOPERATIVE shall identify the awarded respondent(s) based on which respondent(s) have the highest cumulative scores and agreement on contract terms. 791 PURCHASING COOPERATIVE reserves the right to assign any number of point awards it considers warranted based on the evaluation of each question or if an offeror stipulates exceptions, exclusions, or limitations of liabilities. 791 PURCHASING COOPERATIVE shall reserve the right to reject any or all proposals. 791 PURCHASING COOPERATIVE reserves the right to determine the number of awarded vendors at its sole discretion.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

PROPOSERS FALLING BELOW AN 80-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

1. Purchase Price: (20) points. In order to comply with State law, price must be a consideration within this RFP. 791 PURCHASING COOPERATIVE understands that the best and final offered price for retail electric service will be determined at the time a retail power contract is entered into between a 791 PURCHASING COOPERATIVE member and the awarded respondent(s). However, in order to comply with State law, 791 PURCHASING COOPERATIVE is requesting the following:

A) Not-to-Exceed Price: (1) Point

Provide a price which will serve as the maximum price in \$/MWh that you will charge a 791 PURCHASING COOPERATIVE Member for electricity service during the term of the Vendor Agreement. The not-to-exceed price should be for a fully shaped, load following the awarded respondent(s) understand that during the term of the Vendor Agreement no 791 PURCHASING COOPERATIVE Member may be charged a price higher than this not-to-exceed price.

B) Not-to-Exceed Retail Service Fee: (19) Points

Please provide a not to exceed retail service fee in \$/MWh that will serve as the maximum fee your company will charge any 791 PURCHASING COOPERATIVE Member who purchases electricity from your company. The retail service fee should represent the fee you would charge a customer who is purchasing power on a complete pass through contract, meaning the service fee contains no commodity related cost components, but instead represents only your

company's fee for providing retail service. The retail service fee should include operational costs (customer service, billing, etc.), credit costs, working capital costs, SG&A costs, and profit for your company as well as any other non-commodity related costs. 791 PURCHASING COOPERATIVE recognizes that the retail service fee your company ultimately charges a 791 PURCHASING COOPERATIVE Member will be based on the attributes of a specific customer. However, the not to exceed retail service fee will ensure all 791 PURCHASING COOPERATIVE Members, who purchase electricity from an awarded vendor, that price has been adequately considered in this RFP.

791 PURCHASING COOPERATIVE will require the awarded vendor(s) to include a statement in the retail power contract that a 791 PURCHASING COOPERATIVE Member executes representing that the contract price and retail service fee are at or below the stipulated not-to-exceed price and not-to-exceed retail service fee.

2. The reputation of the vendor and of the vendor's goods or services: (15) points.

- a. References. Please use the References Attachment Excel sheet in the e-Bid system and upload the completed form in the Response attachments section of the e-Bid system. Please provide at least five (5) references from public institutions that you currently serve. Please include institution name, address, contact person, phone number and email address. Please also provide the annual kWh usage for each reference and associated meter count.

Please use the format below when providing references:

Entity Name:

Customer Contact Name:

Customer Contact Phone Number:

Customer Contact Email Address:

Annual kWh usage:

Years served by your company:

- b. TDSP Liaison Services. Supply details as to how your company will provide liaison services between a 791 PURCHASING COOPERATIVE member and the applicable TDSP for activities including:
- New service connections, disconnections and consolidations/aggregations
 - New construction and temporary electricity supply requirements
 - Advocacy services on behalf of 791 PURCHASING COOPERATIVE member when conflicts or disputes arise with TDSPs
- c. Financial Information. Please provide information regarding the financial ability of your company to perform the obligations requested in this RFP. This should include:

- Credit rating of the legal entity that will be the counterparty for electric service. If the legal entity that will be supplying electric power is not publicly rated, please provide the credit rating of the parent company if applicable.
- If no credit rating is available, please provide information substantial enough to evaluate the financial integrity of your organization. Most current year audited financial statements are preferred.
- Provide a statement of any active lawsuit, arbitration, or mediation your company is currently involved with.

3. The quality of the vendor's goods or services; (30) point weight.

a. Sample Contract. Please provide all standard contract documents your company would require a 791 PURCHASING COOPERATIVE member to execute if your company was selected to provide electric service. Because different 791 PURCHASING COOPERATIVE members may choose to purchase different electricity products, please provide, in addition to your company's base agreement, confirmations/product exhibits/addendas for the following product structures:

- Fixed price (load following) with HUB to load zone congestion passed through
- Gas index (load following) with HUB to load zone congestion passed through
- Block and Index HUB to load zone congestion passed through on the block volumes
- 100% Index (RTSPP) for all volumes

All documents should be provided in editable Microsoft Word Documents.

791 PURCHASING COOPERATIVE intends to negotiate a set of contract documents with the awarded respondent(s). It is required that the awarded respondent(s) will use the respective negotiated agreements when contracting with any 791 PURCHASING COOPERATIVE Member for electric service who is purchasing electricity through the 791 PURCHASING COOPERATIVE preferred REP program as provided for in the Vendor Agreement. However, 791 PURCHASING COOPERATIVE Members reserve the right to negotiate modifications that reflect their particular needs.

b. Billing and Payment.

- Please provide any statistics your company tracks regarding accuracy and timeliness of invoice generation.
- Does your company offer summary billing? If yes, please provide a sample summary invoice.
- Does your organization accommodate emailed invoices?
- Does your organization accept electronic payment? If so, please describe the form and type of electronic payment.

4. The total long-term cost to 791 PURCHASING COOPERATIVE and its members to acquire the vendor's goods or services; (0) point weight. The response to question 1 above will be used to satisfy this question.

5. Extent to which the Goods or Services meet the Needs of 791 PURCHASING COOPERATIVE members: (35) point weight.

a. company overview. Please provide an overview of your organization and include answers to the following:

- How long has your company been providing electric service in ERCOT and all deregulated electricity markets?
- How many unique non-residential customers does your company serve in ERCOT and all deregulated electricity markets?
- What is your current total non-residential annual kilowatt hour volume served by your company in ERCOT and all deregulated electricity markets?
- How many employees work within your organization?
- Provide the address of each principal office maintained in ERCOT and all deregulated electricity markets.
- How many public-sector customers do you currently serve in ERCOT and all deregulated electricity markets? Please categorize by county, city, school district, college/university or other governmental entities.

b. Customer Care. Please provide details as to expected service standards that your company will provide. Specifically address the following:

- How does your company propose to provide customer service support to 791 PURCHASING COOPERATIVE members who contract for electricity service? (i.e. Will there be one commercial point of contact that will work with all 791 PURCHASING COOPERATIVE members or will each 791 PURCHASING COOPERATIVE member have their own unique point of contact.)
- In addition to the above, does your company have a customer care team/call center to assist with general business questions? If so, please provide a brief description of the team including hours of operation, number of call center personnel and average time before an inbound call is answered.
- Provide details of the level of authority that your customer contact personnel have to resolve customer issues.
- Will your company make electricity consumption data available online or via e-mail in Excel format? Please provide samples of any standard reports available to customers that relate to monthly usage and spend data.

c. Additional Value Added Offers. Please provide any additional value-added service offerings you believe would benefit the 791 PURCHASING COOPERATIVE membership.

6. Vendor's Past Relationship: (0) points. –No past relationships exist therefore this criterion will have a 0 weighting.

7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses: (0) points.

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. Residency: (0) points. 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; and

Federal funds may be utilized by **ESC Region 15** or **791 PURCHASING 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.

791 PURCHASING COOPERATIVE reserves the right to award this contract to multiple vendors. All awards will be subject to the successful negotiation of respondent's terms and conditions and Vendor Agreement.

About 791 PURCHASING COOPERATIVE

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/services 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)
- 791 PURCHASING COOPERATIVE 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 791 PURCHASING COOPERATIVE membership Agreements in the future. Member List can be requested by sending an email to admin@791COOP.org
- 791 PURCHASING COOPERATIVE reserves the right to extend the proposal deadline for any reason.
- 791 PURCHASING COOPERATIVE reserves the right to make changes to this Solicitation by way of one or more posted addenda.

Benefits of 791 PURCHASING COOPERATIVE

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according 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 yields 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.
- Maximize purchasing power for agencies with group purchasing power. Members and participants are all of the approximately 30,000 eligible public agencies in the United States.
- 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 791 PURCHASING COOPERATIVE Awarded Agreements.

Customer Service

- 791 PURCHASING COOPERATIVE staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement

decisions.

- 791 PURCHASING COOPERATIVE provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- 791 PURCHASING COOPERATIVE enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

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 791 PURCHASING COOPERATIVE offices where they are reviewed by the 791 PURCHASING COOPERATIVE 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 791 PURCHASING COOPERATIVE.
- **NOTE: It is always the vendor's responsibility under the 791 PURCHASING COOPERATIVE agreements to report all sales monthly under the agreement to 791 PURCHASING COOPERATIVE.**
- 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.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791 PURCHASING COOPERATIVE members. Also, according to the Texas Public Information Act, any documents or information held by 791 PURCHASING COOPERATIVE "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 15 AND 791 PURCHASING COOPERATIVE IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. 791 PURCHASING COOPERATIVE reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the 791 PURCHASING COOPERATIVE members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by 791 PURCHASING COOPERATIVE.
7. Addenda, if required, will be issued by 791 PURCHASING COOPERATIVE by email to the proposer's designated contact to all those vendors known to have reviewed the Solicitation documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

791 PURCHASING 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 PURCHASING 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.

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. See FELONY CONVICTION NOTICE document on the “Attachments” tab. Felony conviction notice document must be uploaded to the “Response Attachments” FELONY CONVICTION NOTICE section.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in 791 PURCHASING COOPERATIVE (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 must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

Resellers/Dealers

Vendors with Resellers/Dealers must provide the Resellers/Dealers document from the “Attachments” section, complete and uploaded to the “Response Attachments” RESELLERS/DEALERS section.

Vendor Certifications

Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. 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.

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.

Vendor Agreement

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with 791 PURCHASING COOPERATIVE, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with 791 PURCHASING COOPERATIVE, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

Warranty (If applicable)

Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.

Protest Procedure

If a contractor/proposer (contractor) desires to protest a process or decision by 791 PURCHASING COOPERATIVE, the contractor must follow the following process of Region 15 ESC.

Supplementary Catalogs and Information (If applicable)

Supplementary Catalogs and Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services.

Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of 791 PURCHASING COOPERATIVE to award a manufacturer’s complete line of products, when possible.

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 791 PURCHASING COOPERATIVE agreements. 791 PURCHASING COOPERATIVE has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a 791 PURCHASING COOPERATIVE awarded agreement.

Terms and Conditions

- 1. Exclusivity-** Any award under this solicitation is not exclusive and 791 PURCHASING COOPERATIVE reserves the right to multi award or not award. 791 PURCHASING 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 PURCHASING 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 PURCHASING COOPERATIVE.
- 6. Equal Pricing** – Pricing proposed shall be provided to any 791 PURCHASING COOPERATIVE member 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 PURCHASING 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 PURCHASING COOPERATIVE members if the quantities, timing and all other circumstances are identical.
- 7. Estimated Quantities:** Because 791 PURCHASING COOPERATIVE cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, 791 PURCHASING 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 PURCHASING COOPERATIVE members' needs and deciding the

controlling order is at the sole discretion of 791 PURCHASING 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 PURCHASING COOPERATIVE want pricing either in a fixed price or a discount off published or available to 791 PURCHASING COOPERATIVE Members 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 PURCHASING 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 AND REGION 15 EDUCATION SERVICE CENTER, 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 REGION 15 ESC NOR 791 PURCHASING 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 REGION 15 ESC OR 791 PURCHASING COOPERATIVE.
- 12. Reservation of rights** - 791 PURCHASING 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 PURCHASING COOPERATIVE and its members;
- f) 791 PURCHASING 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 PURCHASING COOPERATIVE and its members reserve the right to procure any items or services by other means at the sole discretion of 791 PURCHASING 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.