



Addendum #1

**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 #2021-03-006 Jail Inmate Medical and Pharmacy Services

Issued: March 30, 2021

Submission Deadline: May 12, 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

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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 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 791 PURCHASING COOPERATIVE agrees to the scaled volume Sales Admin Fee/participation fee listed below:

Less than \$1 million = 1%

\$1,000,001 - \$5 million = 0.9%

\$5,000,001 - \$10 million = 0.8%

\$10,000,001 - \$20 million 0.75%

Over \$20 million = 0.7%

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 (Jail) Inmate Medical and Pharmacy Services agreement will **have an initial term of the agreement of Five (5) 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 #2021-03-006 Jail Inmate Medical and Pharmacy Services contractor question."** Questions of a ministerial nature will be answered without an addendum (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by 791COOP will be addressed by properly posted addendum.

QUESTIONS WILL BE RECEIVED UNTIL April 26, 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 26, 2021 AT 5:00 PM (CDT)</u>
Proposal Due Date	<u>May 12, 2021 1 pm CDT</u>
Anticipated Award	May 28, 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 codes 252, 262, & 271*.

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

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

Federal funds may be utilized by 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 80-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

V. SPECIFICATIONS

This solicitation is seeking providers for:

Inmate Medical and Pharmacy Services

791 COOP with the Central Texas Council of Governments will receive proposals for a request for proposers to provide medical services for inmates at various City Jails, County Jails, County Annexes and residents at Juvenile Justice Centers (Facilities). Pricing may include: costs for ala carte services; costs for full turnkey services by inmate; or other pricing available methodology including lump sum pricing for local governments that operate Jails or other facilities where inmates are housed, including Juveniles. See proposal package for details. This proposed agreement can be used by a County, City, School District, Community College, State University, Transit Agency, Water District, Council of Government, Education Service Center, State Agencies, other local government entities, and non-Profit Agencies operating facilities housing inmates. These are referred to as a Participating Government Agency.

DESCRIPTION

Contract shall include the total **time and material** used in managing this agreement for local governments. Contractor shall be responsible for providing all necessary labor, experience, training, certifications, supervision and tools to perform work.

Proactive Care Model: A Proactive Care Model that identifies a new inmate's medical and mental health issues up front, during intake, for immediate interventions without delay. This is an approach that benefits the inmate patients by getting them healthy and keeping them stable thereby reducing long term costs arising later instead of up front. Jail Inmates potentially benefit by reducing off-site trips. Jails benefit by reducing inmate movement, and emergency medical situations. In turn, this saves costs related to custody staff time and transportation.

EXAMPLE OF A SCOPE OF WORK

INTENT

This example is merely an example and does not rule out proposals with other options of performing the same or similar services under this contract. Please submit proposals on how your organization might do similar or functions to properly care for Jail Inmates and Juvenile Detainees and how your solution meets these needs or exceeds the needs of inmate healthcare including pharmacy care. If your solution is proprietary, please state why it represents the best cost-effective solution. However, the evaluation will be based upon the effectiveness of solutions for Jails operated for local governments and possibly state governments.

Introduction - The Central Texas Council of Governments and 791 Purchasing Cooperative have as their goal the establishment of a program that provides good quality medical, mental health, dental and other health care services for the inmates of the member agencies' and prospective member agencies' City Jail, County Jails, Juvenile Detention Facilities and any facility housing Inmates, hereafter called "Jail". Further, their goal is to provide such care in a cost-efficient manner, with knowledgeable administrative and clinical professionals, supported by competent staff, working under a health care system that provides all the elements required for recognition as a correctional health care program that meets community, state and national standards.

791 Cooperative Purchasing Members using this agreement understand they reserve the right to renegotiate fees for services performed after the move if more than 120 days from the renewal period.

Offeror will be required to provide the staffing, supplies, in-clinic contracts, systems, and administration to provide the services as outlined in this RFP to include, but not be limited to:

A. Health Care Services:

- 1) Intake Screening
- 2) 14-day physicals
- 3) Sick Call
- 4) Chronic Care
- 5) Medical Delivery
- 6) Nursing Services
- 7) Emergency Services
- 8) Referrals to Hospital and Specialty Care
- 9) Case Management
- 10) Utilization Management
- 11) Prior Authorization
- 12) Billing Adjudication
- 13) Quality Assurance/Quality Improvement
- 14) Medical Records Management
- 15) Formulary Development and Management
- 16) In Clinic labs (includes contract with lab services provider)
- 17) In Clinic X-ray and Dialysis services (Includes contract for mobile services)
- 18) Emergency Dental Services
- 19) Hazardous Waste Management and Disposal (includes contract with waste management disposal company)
- 20) Another related services

B. Pharmacy Services

- 1) Formulary and non-formulary oversight
- 2) Prescribing and dispensing of medications to be delivered weekly
- 3) Recordkeeping

- 4) Management data and reports quantifying medications ordered, processed, delivered, and disposed.
- 5) Delivery of reports in a mutually agreed upon HIPAA-compliant format
- 6) Proper storage and security of all medications in accordance with NCCHC standards, County Jail policies, and applicable state and federal laws.
- 7) Provide credits for unused blister packs, as applicable and pursuant to all federal, state, and local laws.
- 8) Any other related services.

C. Definitions. Specific terms used in this agreement are:

- 1) **Inmates.** An Individual who is classified as an inmate at Jail.
- 2) **Covered Services.** Health care services for Inmates including staff coverage for Physician Sick Calls, Non-emergency Trauma Care, Pharmacy (including medicines), Physician Coverage and 24- Hour Onsite Nursing Coverage and Specific Covered Services also includes those detailed in **Section E.** below.
- 3) **Non-Covered Services.** Inmate access to Off-site health care obtained by Contractor. Non-covered Services includes: EMS ambulance and/or life services in transporting inmates, any Hospitalization, Emergency Room and Specialty Clinics (Orthopedics, OB/GYN, Emergency Medicine, Internal Medicine and Psychiatric Services). These Services may be proposed individually with pricing for these services to this RFP and individual government agencies may opt contract for these services under this agreement.

D. Contractor Health Care Responsibilities.

Contractor agrees to provide the following health care related services to County Inmates:

- 1) Covered Services for Inmates-In General, but not limited to:
 - a) Contractor agrees to provide Covered Services to Inmates in accordance with the National Commission on Correctional Health Care and standards of the Texas Commission on Jail Standards (TCJS).
 - b) Contractor agrees that all its health care providers will have and will maintain the required licenses or permits that are, or shall become, necessary to perform the Agreement. Copies of all current nursing and physician licenses shall be kept on file at the Jail.
 - c) All Contractor physicians shall be licensed to practice medicine in the State of Texas in accordance with the appropriate laws and regulations.
 - d) Specialty Contractor physicians shall be Board Eligible or better in the physician's area of specialty.
 - e) Contractor's licensed medical personnel shall be certified in Cardiopulmonary Resuscitation (CPR).

- f) Contractor agrees to provide Electronic Medical Records (EMR), Telemedicine (DMS), and electronic prescription ordering system.
- g) Contractor agrees to provide laboratory services and radiology services on-site at the Jails and detention facilities unless the Participating Government Agency declines this service and the cost shall be removed.

E. Specific Covered Services:

1) **Intake Screening:**

- a) Contractor agrees to provide initial intake medical screening that consists of medical screening services.
- b) Upon admission, Contractor shall screen all Inmates for TB as required by **Texas Commission on Jail Standards**.

2) **Sick Call:**

- a) Contractor health care providers (Physicians, Physician Assistants or Nurse Practitioners) shall visit on-site or via DMS during scheduled hours to assess, treat or refer Inmates to an off-site treatment facility.
- b) Contractor shall confer with Participating Government Agency to provide Jail with a daily sick call for Inmates.

3) **Specialty Services**

- a) Contractor agrees to facilitate Inmates' access to clinically appropriate specialty medical services where medically necessary. Contractor's physicians shall make referrals for Off-site consultations, tests, and procedures

4) **Medications**

- a) Contractor agrees to procure, dispense and administer all medications within Contractor's approved formulary.
- b) Contractor agrees to dispense all medication under the supervision of appropriate licensed certified health care personnel to the inmates at their housing location.
- c) Contractor agrees that it will provide pharmacy services and that all Contractor and or contracted prescribers including others authorized by the Participating Government Agency will adhere to the Contractor pharmacy formulary for prescribing.

5) **Ancillary Services.** Contractor agrees to provide all laboratory and diagnostic tests, including x-rays, routine required procedures such as serologies, PPD, etc., as medically indicated.

6) **Dental Services.** Contractor shall implement and maintain reasonable dental procedures to ensure that it provides adequate care for inmates during their confinement in the Participating Government Agency Jail.

7) **Medical Records:**

- a) Contractor's medical personnel shall document treatment and findings in the Inmate's medical record in an accurate, timely manner and in compliance with accepted medical procedures. All entries shall be legible and signed by the author, giving both name and title.
- b) Contractor must provide an EMR that meets all NCCHC, ACA, Texas Jail Standards, and any standard that may apply. The system must be fully integrated and bridge with various counties' jail management system (including Tyler Technologies Odyssey). The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The Contractor must agree to give the Participating Government Agency all medical records in a digitized stand-alone form upon termination of the contract. The Contractor shall be responsible for implementing the EMR. CONTRACTOR will provide hard copies of the medical records at the Participating Government Agency's expense upon termination of this Agreement.
- d) Contractor may enter into a Subcontractor relationship to perform this agreement but the subcontract must be approved by the Participating Government Agency utilizing this agreement. This includes all personal performing services under this agreement. To enter into a sub-contractor relationship with Contractor via sub-contract for utilization of the EMR a nominal fee of \$250 annually may be charged.
- e) Consistent with the terms and condition of this agreement, CONTRACTOR will maintain all current and active medical records. The Participating Government Agency will maintain ownership of all records and will be responsible for storage and archiving of non-active records.
- f) All EMR protocol must be reviewed and approved by the Participating Government Agency Information Technology Department prior to being implemented on Participating Government Agency-owned IT equipment.
- g) Records and Documentation Remain the Property of the Participating Government Agency: All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the health care program under the contract, shall be the property of the Participating Government Agency and, at the termination of the contract, remain the property of the Participating Government Agency.
- h) Request/Grievance Forms provided by Participating Government Agency all other forms to be provided by Contractor.

F. ADMINISTRATIVE SUPPORT:

- 1) Contractor agrees to provide management, staffing, equipment and supplies necessary for the provision of Covered Services unless specifically identified in this RFP.
- 2) Basic staffing plan for each jail shall be submitted to contractor from the state or local Government operating the jail prior to contracting calculating price under this agreement.
- 3) Contractor shall provide all reports relating to the provision of Covered Services in a format acceptable to Participating Government Agency for the purpose of monitoring Contractor's

- performance. CONTRACTOR agrees to provide other reports relating to the provision of health care as reasonably requested by the Participating Government Agency and mutually agreed and determined at contract commencement.
- 4) To the extent permitted by law, Contractor's records and personnel shall be provided to the Participating Government Agency and/or Participating Government Agency's legal counsel to defend any and all claims and/or grievances against the Participating Government Agency and its Officials and employees related to the provision of services under this Agreement.
 - 5) CONTRACTOR will assist Participating Government Agency by managing off-site hospitalization and Outpatient facility and/or physician charges for services provided to inmates Off-site by non-CONTRACTOR staff. Contractor will actively manage off-site outpatient and inpatient activities, and provide off-site contract negotiations, claims payment, and utilization review/management services. Off-site services may include but will not be limited to, processing and payment of off-site service invoices and reconciling the Annual Provision Fee. The Participating Government Agency will provide an Annual Provision Fee, paid quarterly, for the processing and payment of non-covered services to include off-site provider and hospital claims. At the end of each quarter, the Contractor will reconcile the previous quarter's actual expenses against the quarterly total allocation. The Contractor may invoice Participating Government Agency for any expenses in excess of the quarterly allocation. If quarterly expenses are less than the quarterly allocation, the contractor will refund to Participating Government Agency the difference between quarterly fees and quarterly expenses.
 - 6) Contractor will be responsible for arranging emergency service and emergency transport. Contractor will not be financially responsible for emergency room costs or the cost of transport.
 - 7) Contractor will be responsible for arranging hospital and specialty care. Contractor will not be responsible for the costs of either.
 - 8) Contractor will not be responsible for elective care. Elective care is any treatment or medical intervention not required to prevent deterioration in the patient's health or required to avoid obvious harm to the inmate/patient. The Medical Director will determine what treatments, interventions, therapies and pharmaceuticals are elective as opposed to those required to maintain patients' health. Participating Government Agency has final approval regarding elective care.

G. SUPPLIES AND EQUIPMENT.

- 1) All equipment and supplies presently owned by the Participating Government Agency and located at the Jail, or equipment furnished at the newly constructed Jail will remain in place when CONTRACTOR begins services at the Jail. Contractor shall provide necessary supplies and equipment for the provision of Covered Services. Contractor may reserve the right to negotiate additional funding for replacement of needed medical equipment (item with a cost exceeding \$500 each) determined to be unreliable or unserviceable upon commencement of the contract term.
- 2) Equipment and Supplies Remain Property of the Participating Government Agency: All equipment purchased under the contract shall be the property of the Participating Government Agency and shall remain on site at the termination of the contract. All supplies, including pharmaceuticals, purchased for use in the performance of the contract, shall be the property of the Participating Government Agency and shall remain on site at the termination of the contract.

H. Physician Liaison:

- 1) To the extent permitted by the laws of the State of Texas, Contractor agrees to designate a Physician Liaison to collaborate with the Participating Government Agency in the following areas: peer review; quality assurance monitoring; utilization review activities; and clinical policy and procedure development and implementation (e.g. protocols, formulary).
- 2) The Contractor Physician Liaison shall serve as liaison between Participating Government Agency and off-site health care facilities on an ongoing basis regarding Inpatient admissions, treatment and discharges.
- 3) The Contractor Physician Liaison shall remove within three (3) hours any CONTRACTOR personnel assigned to Facilities upon request of the Sheriff or designee.
- 4) The Contractor Physician Liaison shall work closely with the Participating Government Agency's medical, mental health and case work staff in a team approach to medical care and provide consultation and instruct, as indicated, regarding the treatment of patients.
- 5) The Contractor Physician Liaison shall provide a 24-hour emergency telephone number for after-hours consultations with Participating Government Agency staff when detention facility physicians are not available for consultation.
- 6) The Contractor Physician Liaison shall maintain all licenses and/or certification credentials for all CONTRACTOR personnel and shall provide the Participating Government Agency with copies of verified licenses and/or certifications upon request.
- 7) The Contractor Physician Liaison shall arrange for Contractor's staff to be available for initial on-site orientation by Participating Government Agency staff.
- 8) The Contractor Physician Liaison shall arrange for Contractor's staff to be available for ongoing training including in-service training by Participating Government Agency staff as changes in protocols and procedures are made.
- 9) The Contractor Physician Liaison shall maintain training files. Copies of training verification documents shall be provided to the Participating Government Agency upon request.

I. RISK MANAGEMENT

- 1) The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process.

J. PHARMACY AND THERAPEUTIC COMMITTEE

- 1) The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. The Contractor shall utilize a local pharmacy agreement for providing STAT medication orders.

K. EMERGENCY PROCEDURES

- 1) The Contractor shall, in times of emergency or threat thereof, whether accidental, natural, or man-made, provide medical assistance to the Jail and comply with the Participating Government Agency's policies and procedures during times of disaster.

L. INMATE COMPLAINT PROCEDURES

- 1) The Contractor shall comply with the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with Participating Government Agency regulations. The Participating Government Agency reserves the right to review any inmate complaints and review the Contractor's actions. The Contractor must implement the Participating Government Agency's recommendations in disputed cases.

M. CHIEF LAW ENFORCEMENT OFFICIAL (SHERIFF, CHIEF OF POLICE, JUVENILE DIRECTOR, ETC.) RESPONSIBILITIES:

- 1) **Chief Law Enforcement Official or CLE** shall be responsible for all aspects of security and transportation of Inmates needing off-site medical treatment at each local under this program.
- 2) **CLE** will provide Contractor daily no later than 8:30 a.m. with accurate information detailing the number, names and locations of Inmates booked in and housed in Jail, Juvenile Detention Center or other facility housing Inmates. Information will be provided in the manner detailed by the Chief Law Enforcement Official or mutually agreed upon by the Contract and local or statement government housing the inmates and juveniles.
- 3) **CLE** agrees to provide Inmates with access to Contractor health care providers. In the event such health care is to be provided Off-site, Participating Government Agency Sheriff will arrange appropriate transportation for that purpose in coordination with Contractor.
- 4) **CLE** agrees to process criminal history background checks for all medical providers at no cost to Contractor. Contractor agrees that access will be denied to any personnel with a criminal history. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.
- 5) The local or state government agrees that all supplies and equipment currently on hand may be used by Contractor.
- 6) The local or state government may provide input to Contractor during an annual performance evaluation of Contractor onsite medical staff.
- 7) The Participating Government Agency agrees to assist Contractor or Contractor's contractor in the implementation and installation of the necessary cables and wires within the designated medical department required for the Electronic Medical Records (EMR) and Digital Medical System (DMS) in accordance with local or state government Information Technology Department's policies and procedures.

O. OPTIONAL SERVICES (BUT NOT ASKED FOR):

- 1) Behavioral Health (such as counseling), including drug and alcohol addiction. Some local and state governments contract Psychiatric services to varying Providers to provide full Mental Health Assessments to Inmates.
- 2) Contractor shall not be responsible for any off-site Inmate health care costs or charges, including off-site provider service and inpatient hospital admissions (unless proposed, accepted by CTOG and 791 COOP and asked for by local and state governments).
- 3) Contractor shall not be responsible for any Inmate Health care costs incurred when the Inmate is not counted as a part of the general jail population for any reason, including, but not limited to, escape or custody in a jail or detention facility not belonging to contracting authority authorizing use of this contract (if awarded).
- 4) Contractor will not be liable for any Inmate health care costs incurred during unauthorized absence from the contracting local and state Correctional Facility.
- 5) Contractor is not responsible for the healthcare cost for any offender that does not clear the initial medical screening upon arrival in the jail or until after the screening occurs.
- 6) Any other services not asked for by the Provider submitting a proposal wishes to include as long as it relates to the scope of this RFP.
- 7) The above services may be proposed and awarded by CTCOG and 791 COOP, however local and state governments may or may not opt in for these services.

P. OTHER SERVICES

791 Purchasing Cooperative from here forward referred to as the Contracting Entity now desires to invite Vendors to respond to the Request for Proposals.

Q. Contract Term

The contract term will be for three (3) year with two (2) two (2) term renewals. Renewal will be based upon the evaluation of each contractor prior to the ending initial contract. 791 PURCHASING COOPERATIVE reserves the right to award this contract in a manner that it believes best meets the needs of its members and participating agencies. It may be awarded to one contractor or multiple contractors or it may reject all bids as it deems appropriate.

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 (names may not be redacted) the experience and qualifications shall represent a minimum for each Participating Government Agency.

- f) Implementation and Service Plan along with transition plan away from contractor.
 - g) Fee Proposal
 - h) References
 - i) Organization information: describe your 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.

R. 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.

S. Value Add Services Description

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

1. Describe how your company will interact with 791 PURCHASING COOPERATIVE. Include a process map of communications.
2. Describe your training program with 791 PURCHASING COOPERATIVE staff and a proposed schedule of topics and include any proposed training literature or materials.
3. Indicate who will be providing training including their title, telephone number, fax number and e-mail address. Include resume.
4. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.
5. How does your company work to continuously improve the services that you provide?
6. Describe your company's quotation/proposal process Participating Government Agencies.
7. Please include any additional information you think 791 PURCHASING COOPERATIVE should have when making their decision to select your company.
8. State your insurance provider(s) and your company's level of coverage.

T. 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.

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- 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?

VI. PRICING FORMAT

A. Pricing for Line Items or Catalog

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

B. Discussion of Pricing Options

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

791COOP leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable. This includes a multitude of various Facility Maintenance related services. Vendors may submit for one specific trade or multiple trades. Vendor may submit for the trades listed in this RFP or other related trades not listed. Response submittals will be evaluated by 791 Purchasing Cooperative.

Bidder should list all related services, travel, lodging, per diem, and hourly fees or other defined and specified unit cost according to category offered on this contract. No inappropriate offerings will be considered.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by 791COOP participating members.

Please provide a labor Wage Classification with labor rates for each type of work in the event certain services are contracted on an ala carte basis.

VII. GENERAL INSTRUCTIONS

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

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

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

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

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

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

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

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

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

- 29. Federal Forms and Certifications:** There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a member. Vendors should complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in IonWave. Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit with their Response. Vendors choosing to wait will be given no more than 5 business days to complete and return before being determined non-responsive.
- 30. CERTIFICATIONS OF OFFEROR:** This is part of the RFP and must be completed, signed, scanned and uploaded to the “Response Attachments” with the proposal. The EXHIBITS must also be completed, signed and uploaded with the copy of the RFP. If proposer has deviations to these documents, the vendor must identify them under **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with 791COOP. The CERTIFICATIONS OF OFFEROR signature page must be submitted signed. The acceptance of any negotiated terms will be added to the **CERTIFICATIONS OF OFFEROR**.
- 31. 791COOP Vendor Agreement:** This agreement may be found on this RFP Attachments section on Ionwave. If proposer has deviations to these documents, the vendor must identify them under a copy of **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with 791COOP. Leave the 791COOP Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised 791COOP Vendor Agreement.
- 32. Warranty (if applicable):** Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.
- 33. Protest Procedure:** If a contractor/proposer (contractor) desires to protest a process or decision by 791COOP, the contractor must follow the process used by 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. **Professional Medical Liability coverage Insurance with shall be the limits established by Texas Claims Act or Combined Single Limit coverage of \$1,000,000.**

6. **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.**

7. **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.**

V. 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]

VI. 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: _____

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?



Addendum #1

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: _____

