

Addendum #2

**PROCUREMENT SOLICITATION DOCUMENT
REQUEST FOR PROPOSALS (RFP)
HVAC Supplies and Related Services (non-JOC)**

791 Purchasing Cooperative

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

AND

Lead Agency:

Region 15 Education Service Center

**RFP #2020-05-017 HVAC Services, Supplies (Materials) and
Equipment**

PART 1 Only

**PART 2 is the Job Order Contract Section of this combination
solicitation**

Issued: May 11, 2020

Submission Deadline: June 25, 2020 by 2 p.m.

Region 15 Education Service Center

ATTN: 791COOP

C/O: Ms. Charity Vasquez

612 South Irene Street

San Angelo, TX 76903

Questions: Admin@791Coop.org

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

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

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

This Solicitation is a Request for Proposals as permitted in the Texas Education Code Section 44.031

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

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I. Summary of RFP Instructions

THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF ESC REGION 15, 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:

1. Responses are due Thursday **June 25, 2020 by 2:00** pm central time.
2. Questions regarding this RFP will be accepted until 5:00 pm central time on **June 15, 2020**.
3. Responses are requested to be uploaded into ION Wave, an online system used by 791 Cooperative to collect and organize proposals. Paper proposals may still be submitted to:

Region 15 Education Service Center
ATTN: 791COOP
C/O: Ms. Charity Vasquez
612 South Irene Street
San Angelo, TX 76903

4. All Proposers must download and review the Vendor Agreement from ION Wave.
 - a. If Proposer accepts the terms and conditions as defined in the Vendor Agreement, you must submit a statement with your response stating you have no deviations or suggested changes to the Vendor Agreement.
 - b. If Proposer would like to suggest language changes to the Vendor Agreement, Proposer must upload a redlined version of the Vendor Agreement with their proposal into ION Wave. If no redlined version of the Vendor Agreement is submitted to 791COOP, 791COOP will assume Proposer has accepted all terms and conditions of the Vendor Agreement and 791COOP will not entertain suggested language changes at a later date.
5. Proposer must answer all questions contained in the PROPOSAL SCORING, EVALUATION AND RESPONDENT QUESTIONS Section of this RFP and upload to ION Wave e-bid system
6. Proposer must complete all forms and certifications that are provided as a part of this RFP. All certification forms must be downloaded from ION Wave.
7. Proposer must complete all forms contained in ION Wave.

Definition:

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

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II. The General Information

FINANCING OF 791 COOPERATIVE and Lead Agency Region 15 Education Service Center

791 COOPERATIVE Vendor Paid Fee

The total cost of the 791 PURCHASING COOPERATIVE program, is funded through an administration **fee of 1.75%** paid to 791 COOPERATIVE by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the actual invoiced and paid sales to 791 COOPERATIVE members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

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

Term of Agreement and Renewals

The initial term of the agreement is three (3) years. Awarded agreements may be extended for two (2) additional consecutive two-year terms if both parties agree. 791 COOPERATIVE may or may not exercise the one year extension beyond the base two year term and whether or not to offer the extension is at the sole discretion of 791 COOPERATIVE. THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. 791 COOPERATIVE reserved the right to solicit proposals at any time it is in the best interest of 791 COOPERATIVE and/or its members.

Termination for Cause

791 COOPERATIVE 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 791 COOPERATIVE with 90 days written notice in order to protect the interests of the 791 COOPERATIVE members that may be in negotiation.

Vendor Questions

Questions about the specific SOLICITATION shall be submitted to bids@791COOP.org with the following in the subject line: "RFP #2020-05-017 HVAC Services, Supplies, and Equipment contractor question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by 791 COOPERATIVE will be addressed by properly posted addendum.

QUESTIONS WILL BE RECEIVED UNTIL **June 15, 2020 AT 5:00 PM Local Time.**

NO Pre-Bid Meeting Scheduled

If a Pre-Bid meeting is scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.

791 COOPERATIVE reserves the right to determine if a Pre-Bid Meeting is held.

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ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

RFP Issued	May 11, 2020
Pre-Proposal Conference	None
Inquiry Period Ends	June 15, 2020 at 5:00 pm (CDT)
Proposal Due Date	June 25, 2020 by 2:00pm (CDT)
Anticipated Award	June 30, 2020*

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

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

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III. Pricing Models

Pricing for Line Items or Catalog

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

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

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

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

Definition of "catalog"

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

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

Adding New or Replacement Goods Items: During the Life of the Agreement it is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item.

Markup on cost

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

If you choose to use the markup pricing method:

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

NEW ITEMS: 791COOP will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section

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of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

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

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

Shipping cost: Pricing presented for goods offered should not include shipping costs from dealer to Member customer. IF shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example: if you sell a vehicle and it includes delivery but the sale of vehicle parts does not, then be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through by the Vendor at actual cost to the 791COOP Member.

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IV. PRICING FORMAT

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.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category should be included. 791COOP reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Bidder should list all related services, installation, repair, maintenance, travel, lodging, per diem, and hourly fees or other defined and specified unit cost according to category offered on this contract. For installations that are considered a Public Work/ Construction by 791COOP member entities, the work can be provided through the PART 2 Job Order Contracting (JOC) section of this solicitation. 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.

NOTHING IN THIS PART 1 IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION. PART 2 ADDRESSES ANY PROJECTS THAT ARE CLASSIFIED AS PUBLIC WORKS OR CONSTRUCTION BY THE 791COOP MEMBER ENTITY.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

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

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

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a

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minimum discount off catalog prices. You may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to.

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

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

Service Incidental to the Sale of Goods

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

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

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of line item priced goods, vendor may be required to submit proof from the manufacturer or distributor that the pricing has increased and by how much.

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

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

Various Optional Pricing Forms

- 1) Form A PRODUCTS Catalogue Discount (included)
- 2) Form B SERVICES Discount (included)
- 3) Form C Example of Hourly (non-JOC) Rates (included)
- 4) Manufacturer's Discount Price Catalogue (Attachment)
- 5) Optional Discount Price List (Attachment)
- 6) **Any Other Pricing Formats**
(Including cost per square foot of HVAC maintenance services w/Parts either included or listed separately).

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B. FORM A

Sample PRODUCTS

Products	Items	Catalogue Discount
Refrigeration	Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption)	
	Cooling medium (e.g., air, water)	
	Brand Name(s)	
	Capacity Range (tons)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Estimated Lead/Delivery Time	
	Location of Manufacturing (City, State or Country)	
	Range of Efficiencies (KW/Ton)	
	Estimated Market Share (North America)	
	Detail Features & Benefits	
Packaged Central Plant	Type (Cooling, Heating, Cooling/Heating)	
	Type of Equipment/Components (e.g Chillers, Boilers, etc.)	
	Brand Name(s)	
	Capacity Range (tons)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Estimated Lead/Delivery Time	
	Location of Manufacturing (City, State or Country)	
	Range of Full Load Efficiencies for entire Plant (KW/Ton)	
	Detailed Features & Benefits	
Specialty Refrigeration	Type (e.g. Domestic Drinking Water, Process, Medical, Modular)	
	Cooling Medium (e.g. air, water)	
	Brand Name(s)	
	Capacity Range (tons)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Estimated Lead/Delivery Time	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Range of Efficiencies (EER, SEER, COP)	
Detail Features & Benefits		
Unitary	Type (e.g., rooftops, splits, package, HPs, PTACs, water-source, mini-splits)	
	Brand Name(s)	
	Capacity Range (tons)	

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	Heating Medium (Electric, Gas, Steam, Hot Water)	
	Cooling Medium (DX, Chilled Water)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Estimated Lead/Delivery Time	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Range of Efficiencies (EER, SEER, COP)	
	Detail Features & Benefits	
Air Handlers	Type (e.g. central station, makeup air, fan, filter, coil sections)	
	Brand Name(s)	
	Fan Types (e.g. Backward incline, Forward curve, airfoil)	
	Capacity Range (CFM)	
	Heating Medium (Hot Water, electric heat, steam, gas)	
	Cooling Medium (chilled water, DX)	
	Standard Warranty (Parts and Labor)	
	Optional Warranty (components covered & Labor)	
	Estimated Lead / Delivery time	
	Location of Manufacturing City (City, State or Country)	
	Estimated Market Share	
	Detail Features and Benefits	
Air Terminal Devices and Heating Products	Type (VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)	
	Brand Name(s)	
	Heating Medium (Electric, Gas, Steam, Hot Water)	
	Cooling Medium (DX, Chilled Water)	
	Capacity Range (cfm)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Estimated Lead/Delivery Time	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Range of Efficiencies (EER, SEER, COP)	
	Detail Features & Benefits	
DDC Controls	Type (core components, end devices, lighting, panels)	
	Brand Name(s)	
	Standard. Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Detail Features & Benefits	
	System Protocol (BACnet, LonWorks, Proprietary or Combo)	
	LAN Communication Structure (Peer-to-peer, Polling)	
	Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)	

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	Third party interface (Drivers and Gateways)	
	Remote alarm and message capabilities	
Cooling Towers	Type (open, closed, evaporative)	
	Brand Name(s)	
	Capacity Range (tons)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Estimated Lead/Delivery Time	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Range of Efficiencies	
	Detail Features & Benefits	
Physical Water Treatment and Filtration	Type (non-chemical, chemical, centrifugal separation)	
	Brand Name(s)	
	Capacity Range (GPM)	
	Standard Warranty (Parts & Labor)	
	Estimated Lead/Delivery Time	
	Location of Manufacturing (City, State or Country)	
	PH Range	
	Bacteria Count Range (TBC) under	
	Normal Condition (CFU/ML)	
	Detail Features & Benefits	
Pumps	Type (single stage, split case, end suction, inline, circulator, turbines)	
	Brand Name(s)	
	Capacity Range (GPM)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Detail Features & Benefits	
Invertors	Brand Name(s)	
	Capacity Range (HP)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Detail Features & Benefits	
HVAC Specialty Products	Type (modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	
	Brand Name(s)	
	Capacity Range (CFM and/or MBH)	

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	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Detail Features & Benefits	
Boilers & Water Heaters	Heating Medium (Electric, Gas, Steam, Hot Water)	
	Brand Name(s)	
	Capacity Range (MBH)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Detail Features & Benefits	
Dust Collectors	Type (Intermittent Duty Shaker, Continuous Duty Pulse-Jet, Mist, Modular Mediafilter, Weld Fume)	
	Brand Name(s)	
	Capacity Range (CFM)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Location of Manufacturing (City, State or Country)	
	Detail Features & Benefits	
Plumbing Fixtures	Type (toilets, sinks, showers, faucets, urinals)	
	Brand Name(s)	
	Standard Warranty (Parts & Labor)	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Detail Features & Benefits	

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C. FORM B

Sample SERVICES

Services(non-JOC)		
Description	Breakdown of Service	Catalogue Discount
Training, Skill Building,	Off Site Courses	
Educational	Description of course	
	Frequency	
	Length	
	Instructor qualifications	
	Cost	
	Course content	
	Target audience	
	CEU credit	
	Certification issued	
	Class Size	
	Features and Benefits	
	On Site Training	
	Description	
	Frequency	
	Length	
	Instructor qualifications	
	Cost	
	Course content	
	Target audience	
	Class Size	
	Features and Benefits	
Startup and Commissioning Services (non-JOC)	Type (Equipment, System, Controls, Air/Water Balance)	
	Personnel or Factory Rep	
	Certifications or Associations	

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	Description	
	Features and Benefits	
Installation and Turnkey Contracting (non-JOC)		
	Licensing	
	Bonding Capabilities	
	Personnel (employed or subcontractor)	
	Project References	
	Description	
	Features and Benefits	
Financial Services	Type (leasing, prompt and pre-payment discounts, guaranteed savings)	
	Funding Sources	
	Project References	
	Description	
	Features and Benefits	
Scheduled Maintenance	Type (oil, refrigerant, vibration, chemical analysis)	
	Description	
	Personnel (employed or subcontractor)	
	Project References	
	Features and Benefits	
Metering Systems	Type	
	Brand Name(s)	
	Standard. Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Location of Manufacturing (City, State or Country)	
	Estimated Market Share (North America)	
	Detail Features & Benefits	
	Metering interface (direct, pulse or indirect)	

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	Data storage size	
	Report generation (Tables or Graphs)	
	Data Reporting (Benchmarking, Standard Invoicing and Cost Overlay)	
	Interval Collection Time	
	Remote System Integration	
	Length of time for Data Retention	
	Demand Profiles and Plant Analysis Reports	
	Database management (SQL Client Tools)	
	Configuration for Utility Tariffs	
Repair Services (non-JOC) With Coverage	Type (Annuals, Full Maintenance, Preventative Maintenance, Emergency Service)	
	Man-in-attendance, regulatory compliance, duct cleaning)	
	Description	
	Personnel (employed or subcontractor)	
	Project References	
	Features and Benefits	
Water Conservation Services	Type (Core Components, End Devices, Metering, etc)	
	Brand Name(s)	
	Standard Warranty (Parts & Labor)	
	Optional Warranty (components covered & Labor)	
	Location of Manufacturing	
	Estimated Market Share	
	Detail Features & Benefits	
Plumbing Services	Type (Annuals, Full Maintenance Preventative Maintenance, Emergency Service)	
	Description	
	Personnel (employed or subcontractor)	

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	Project References	
	Features and Benefits	
Warranty Services	Type (Extended parts & labor up to 10 years, delayed start-up)	
	Description	
	Personnel (employed or subcontractor)	
	Project References	
	Features and Benefits	
Site Surveys	Type (Equipment, system analysis, operational, architectural)	
	Description	
	Personnel (employed or subcontractor)	
	Project References	
	Features and Benefits	
Energy Services	Type (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades)	
	Description	
	Personnel (employed or subcontractor)	
	Certifications or Associations	
	Features and Benefits	
Equipment Rentals	Type (chillers, pumps, transformers, cooling towers, rooftop)	
	Description	
	Personnel (employed or subcontractor)	
	Project References	
	Features and Benefits	
Statewide/Nationwide Parts Program	Type (manufactured parts, emergency parts service, miscellaneous material)	

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	Description	
	Personnel (employed or subcontractor)	
	Project References	
	Features and Benefits	

NOTES:

1. Provide pricing discount schedules on separate page by sorted by product.
2. Provide scheduled labor rates for services. All services provided will be priced by labor rate only and no mark-up. Any miscellaneous materials mark-up shall be shown on a separate form.
3. This is for performing work that is not categorized as construction or JOC.

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D. FORM C

Example of Hourly Rates (non-JOC)

CLASSIFICATION (non-JOC)	Hourly Rate	Hourly Rate for each Statistical Metropolitan Area	Example: Hourly Rate for DFW Statistical Metropolitan Area
Bricklayers/Masons			
Carpenter/Case worker			
Carpet Layers/Floor Installers			
Concrete Finishers			
Delivery personnel			
Drywall Installers; Ceiling Installers			
Electricians			
Elevator Mechanics			
Glaziers			
Heavy Equipment Operators			
HVAC Commercial A/C technician			
HVAC Helper			
HVAC Field Supervisor			
HVAC Refrigeration technician			
HVAC Duct installer			
HVAC Filter technician			
HVAC Building Automation technician			
Insulators			
Ironworkers			
Laborers			
Lathers			
Light Equipment Operators			
Millwrights			
Painters/Wall Covering Installers			
Pipefitters			
Plasterers			
Plumbers			
Project Manager			
Roofers			
Sheet Metal Workers			
Sprinkler Fitters			
Terrazzo Workers			
Tile Setters			
Waterproofers/Caulkers			
Geothermal Well Field Labor			
Engineering Design (Shop Drawing)			
Drafting			
Miscellaneous Material Mark-up	%		

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NOTES: Please provide your Hourly Rate for each category

- Include standard hourly rates and describe your standard hours
- Include overtime rates & describe your overtime hours
- Provide any per Diem rates
- Rates quoted shall be fully burden rates and will include all miscellaneous costs such as truck and tool charges, additional travel costs such as gasoline charges and other carrying costs
- Rates will be adjusted annually at renewal date based on the Producers Price Index for Industry SIC for each region. These will be considered maximum increases allowed under this contract. Prices will be adjusted solely at the discretion of TCPN contract manager.

E. Sample LABOR WAGE CLASSIFICATION (non-JOC)

Worker Classification Definition Sheet	
Asbestos Worker	Worker who removes & disposes of asbestos materials.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer/Floor Installer	Worker who installs carpet and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm/Telecom Installer	Worker who installs data/telephone & television cable & associated equipment and accessories
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drywall/Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids and ceilings
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines
HVAC Building Automation technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
HVAC Commercial A/C technician	Worker who is capable of working on large commercial up to 3000 tons
HVAC Duct installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels
HVAC Filter technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons
HVAC Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Insulator	Worker who applies, sprays or installs insulation.

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Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter/Wall Covering Inst.	Worker who prepares wall surfaces & applies paint and/or wall covering, tape & bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Rofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces
Waterproofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.
Geothermal Well Field Labor	Worker who drills underground piping specifically for ground source water piping.
Drafting	Worker to provide all system design on scaled drawings for architectural, mechanical, electrical, plumbing and civil professions.

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V. SPECIFICATIONS

This solicitation is seeking providers for: HVAC Services, Supplies and Equipment (non-JOC)

Including but not limited to: Maintenance Services for HVAC related equipment for Schools and other 791COOP member government entities that require Maintenance Services for HVAC. This can include any type of people moving system such as an escalator etc. Maintenance contracts, repairs, certifications, inspections or anything related to the category may also be included.

A. DESCRIPTION

Contract shall be for **time and material** used in the minor (non-JOC) repair, maintenance and service of industrial heating ventilation and air conditioning and ventilation (HVAC, refrigeration and cooler/Freezer systems).

Contractor should be able to diagnose all types of repair work, vacuum/charge systems, perform periodic maintenance, remove and replace faulty parts and equipment, etc.

Contractor shall be responsible for providing all necessary labor, supervision and tools to perform work. Contractor shall also provide parts, supplies and equipment necessary to perform work and be allowed a percentage mark-up. Any additional special moving, lifting equipment or other equipment out of the ordinary shall be billed separately as a pass through expense to Buyer.

Contractor shall be required to meet Buyer at job site and provide a quotation on repair, service or maintenance-at no additional cost within 48/hours. Quotations shall include all necessary labor (non-JOC), supplies, parts to perform complete repair or service.

Only new parts and equipment shall be used to perform repairs work. All work shall be performed in a quality workman like manner. All work shall be in compliance with city, County and State codes and requirements.

Specifications

It is the intent of 791COOP to contract with a reliable, high performance vendor to supply MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT to public agencies in the United States. It is the experience of 791COOP that the following procedures provide 791COOP, the Vendor, and the using agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

Vendors should submit all materials services related to MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT. Bidder should submit all applicable products for all types of MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT.

If a catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If Line item pricing is proposed, proposals should include any and all listings of product names, manufacturers, sizes, packaging, quantity, pricing, warranties, description of services and any other related information.

DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT. Hourly or other unit pricing such as per square foot, etc. for services providing or related to operation, installation,

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repair or maintenance to HVAC related Maintenance Services may be submitted. Accessories to support the MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT may be submitted.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

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

Vendors should submit all materials related to MAINTENANCE SERVICES HVAC RELATED EQUIPMENT. Bidder should submit all applicable products for all types of MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT.

Additional Services:

Bidder should list in the excel spreadsheet or other attachment all related supplies, equipment, services, installation, repair, maintenance, and hourly or other unit priced fees according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered. The Contractor’s proposal should list offerings to be considered as part of the category of MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT that can be provided by the vendor.

Servicing of MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT or any related service to support MAINTENANCE SERVICES FOR HVAC RELATED EQUIPMENT may be included in this proposal.

B. Requested Requirements

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

Requested HVAC Supply Requirements			
Line #	Requirements	Comply	Deviate
1	Vendor shall provide a broad based line of HVAC products of at least 1,000 items in available inventory.		
2	All products shall be new and of high quality. Products that are re-filled or re-manufactured will be labeled as such.		
3	The vendor’s catalog shall include a variety of major manufacturers for specified products & services. HVAC Supplies shall comprise at least 80% of catalog products.		
4	The catalog shall contain a minimum of 1,000 items.		
5	Orders of stocked products will be shipped within 48 hours of receipt of order. The participating entity shall be notified by the vendor if the product ordered cannot be shipped within this time period to give the Participant the opportunity to secure product elsewhere.		
6	The online system must allow for tracking orders, including any backordered item(s).		
7	Participants should be able to set up accounts for various user departments to ensure spend does not exceed budget amounts.		
8	Participants should be able to place orders with P-Cards.		

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9	The system must allow for Participants to set up individual delivery locations for each site.		
10	The system should allow for electronic returns, which allow for packages to be automatically picked up and returned to vendor.		
11	Participants should be able to track returns electronically.		
12	Credits must be posted within 30 days at least 98% of the time. Participant may ask for a report once a month at no cost or the Participant must be able to run a report at no cost.		
13	Private label products may be offered. Any change of manufacturers of a private label during the term of the contract will result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.		
14	Vendor shall have an electronic on-line catalog, including shopping cart capabilities, for order entry use by the Participants. Features include: product lookup that shows <u>contract</u> price; ability to set purchasing authorization limits; ability to download order and invoice history reports.		
15	Vendor will maintain a minimum monthly average fill rate of 95%. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.		
16	No "restocking" fees may be collected on items cancelled for failure to be delivered within the specified time frame.		
17	Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.		
18	Orders not filled and partials shall be indicated on the packing list. Vendor shall inform Participant of anticipated delivery date for unfilled and partial orders.		
19	All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the Participant's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.		
20	General HVAC Supplies shall include air filters, pumps, compressors, boilers, and various other supplies and equipment.		
21	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		
22.	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.		
23.	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.		
24.	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.		
25.	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.		

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26.	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.		
27.	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.		
28.	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		
29.	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.		
30	Vendor shall comply with Insurance requirements.		
31.	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		
32.	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.		
33.	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.		
34.	The Vendor will honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of catalogues.		
35.	Vendor may revise catalogs 2 times a year.		
36.	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.		
37.	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.		
38.	Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.		
39.	Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.		
40.	Publicly held Company (Vendor) shall provide most recent SEC Financial filing. Private held Company (Vendor) shall provide access to review its Financial Statement		
41.	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.		

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42.	Vendor shall offer a rebate program to agencies that meet certain minimum ordering requirements.		
43.	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.		
44.	Vendor agrees that upon request by 791 COOP that it will promptly update contact information of references		

(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.

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C. Vendor Profile Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

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

- Vendor certifies that his firm is a M/WBE Yes ___ No ___

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 Administration 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 brief history of your company, including the year it was established.

7. Provide company's official registered name.

8. Provide your company's corporate organizational chart.

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9. List number of sales and service offices in Texas, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.
10. List number of employees at each site with breakdown of direct sales, sales support, service technicians, engineering support and administration.
11. Note if you are a certified W/MBE vendor and what percentage of your business is with W/MBE suppliers.
12. Provide your company's Dun & Bradstreet (D&B) number.
13. Provide your income statement, balance sheet and cash flow for the past three (3) years.
14. Please define your standard terms of payment.
15. Provide a description of your company's relevant market and your position within it.
16. Describe the scope of sales/field support your company would make available to government entities.
17. Describe the scope of training opportunities your company would make available to government entities as needed.
18. Describe your company's Customer Service Department (hours of operation, number of
19. 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.
20. Describe how your company handles after-hours customer service needs.
21. Indicate your response time to emergency service calls.
22. Describe your 24/7 service compliance.
23. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
24. Please describe the quality program(s) within your company and the program which measures your service work.
25. List your company's standard scope of work performed for preventative maintenance visits.
26. List the dollar volume your company completes in HVAC maintenance annually.
27. Describe your call center organization.
28. 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?
29. 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?
30. Please list the services your company can install that will accumulate renewable energy or green credits that can be traded in the future.
31. Describe your expectations of your subcontractors and /or service centers when completing a repair. How does your company verify these expectations are being met?

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- 32.** 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.
- 33.** Describe how your company tracks completion of repairs and what information is required to be submitted by the service center prior to payment.
- 34.** 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?
- 35.** Indicate if your company is willing to spread the cost of the PM's over the entire year and bill the government entity monthly.
- 36.** Indicate the implementation steps and time frames needed to implement a HVAC Repair and Maintenance Program with your company.
- 37.** Discuss your company's current computer systems architecture. How does your company's computer system guarantee government entities receive consistent service support and call processing, pricing, HVAC responsibility verification, and inquiry and management reporting?
- 38.** List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
- 39.** Describe your process for trouble shooting a problem (HVAC, lighting, etc.). How does repair get escalated for service?
- 40.** List the total dollar volume your company completes in HVAC replacements annually.
- 41.** List the other functions your company can provide regarding HVAC unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc. for non-JOC)
- 42.** Describe your company capabilities regarding HVAC system inspections and for energy upgrades and equipment repair/replacement.
- 43.** Explain how your company evaluates unit replacements in determining when to repair vs. replace and when replacements are required. How does your company evaluate the proper tonnage, unit/system type, and controls?
- 44.** Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
- 45.** Describe your company's startup and system checkout responsibilities,
- 46.** Describe your company's post-installation and warranty support.
- 47.** Describe your company's steps for system analysis.
- 48.** Provide the procedure on how your company determines the system design.
- 49.** Describe what project scheduling tools your company use to track projects during construction
- 50.** How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
- 51.** Describe your company's performance maintenance system on turnkey projects.

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52. Describe how your company handles site development and project permitting process.
53. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
54. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
55. Describe your company's construction management plan.
56. Describe your company's safety program during construction.
57. Indicate your company's ability to provide temporary cooling when needed.
58. Provide your company's administrative support resources
59. 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)
60. What support documents does your company provide to the government entity after purchase?
61. Describe what technical resources your company will provide to support the government entities' projects.
62. What equipment/system support documents will your company provide?
63. Describe the measurement options your company intends on providing the government entities.
64. Indicate if your company will accept all forms of purchase orders.
65. What credit requirements are needed by the government entity in order for your company to accept a purchase order.
66. Identify the process of receiving a purchase order to the ordering of equipment.
67. Identify the process of receiving a purchase order to the providing of a service contract.
68. Identify the process of receiving a purchase order and implementing a turnkey installation project.
69. Identify the process of receiving a purchase order and implementing an energy retrofit contract.
70. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
71. Does your company offer an Internet ordering solution? If so, provide detailed information related to the features and benefits related to your solution. Is there a dedicated staff to address any issues with the system or access?
72. Describe how your company will invoice the government entity. Include a process map.
73. Is your company able to send quotes in electronic format via email including specific information (such as number of units, nature of repair, how repair was identified ,etc.)
74. Discuss the invoicing options your company offers and the payment terms for each.
75. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what
76. EFT formats (CTX, CPT, etc.) do you currently support?
77. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?

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- 78.** Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?
- 79.** What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
- 80.** What states would your company not honor pricing and services for this contract?
- 81.** Supplementary catalogs and information: Provide any supplementary information or an appendix your company wishes to attach that clarifies the answers to the previous questions. Please tab each specific section and reference these back to the table of contents for easier reading.

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VI. PROPOSAL SCORING AND EVALUATION

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the Region 15 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 15 ESC Board of Directors. 791 COOPERATIVE will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and weighted points in each area as follows (100 total points):

791 COOPERATIVE shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. 791 COOPERATIVE 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. 791 COOPERATIVE shall reserve the right to reject any or all proposals or any part of any proposal.

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

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 District to Comply with Laws and Rules Relating to Historically Underutilized Businesses: **(0) point weight** – There are no Texas laws that apply to this procurement but since federal funds are anticipated to be utilized during the life of this contract, the proposer should agree to abide by the federal regulations in the forms contained in this SOLICITATION document related to underutilized businesses in its subcontracting practices. This factor has been considered and due to the foregoing, no points will be assigned. NOTE: Failure to agree to comply with the federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience: (10) point weight** - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points
9. Residency: **(0) point weight** –for a contract for goods and services, *other than goods and services*

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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 ESC Region 15 or 791 COOPERATIVE member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a **weight of 0 points**.

PROPOSERS FALLING BELOW A 70-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

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VII. About 791 COOPERATIVE

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

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

Benefits of 791 COOPERATIVE

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that 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 791 COOPERATIVE Awarded Agreements.

Customer Service

- 791 COOPERATIVE staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- 791 COOPERATIVE provides a way for government entities to avoid the time and

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expense of seeking competition for purchases on an agency-by-agency basis.

- 791 COOPERATIVE enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

Purchasing Procedures

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

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791 COOPERATIVE members. Also, according to the Texas Public Information Act, any documents or information held by 791 COOPERATIVE "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 15 AND 791 COOPERATIVE IS GOVERNED

BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

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VIII. Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and are highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. 791 COOPERATIVE reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the 791 COOPERATIVE members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. You must complete the forms and note any deviations in this solicitation.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by 791 COOPERATIVE.
7. Addenda, if required, will be issued by 791 COOPERATIVE by email to the proposer's designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.
8. Sign the "**CERTIFICATIONS OF OFFEROR**" section at the end of this RFP. After signing, please upload this section together with the "**Terms and Conditions**" section and the other forms for the response submission. Vendors should complete the "**Exceptions**" form regarding any exceptions the vendor wishes to note with the RFP **Terms and Conditions** listed in this section.

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.

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

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general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034. See FELONY CONVICTION NOTICE document on the “Attachments” tab. Felony conviction notice document must be uploaded to the “Response Attachments” FELONY CONVICTION NOTICE section.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in 791 COOPERATIVE (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

Resellers/Dealers

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

Vendor Certifications

Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a member. Vendors should complete all requested forms agreeing to comply with regulations.

Vendor Agreement

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with 791 COOPERATIVE, the proposer must note the deviations in the vendor response submittal.

Agreement Signature Form

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

Warranty (If applicable)

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

Protest Procedure

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

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Supplementary Catalogs and Information (If applicable)

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

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

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

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

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IX. Terms and Conditions

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

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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 REGION 15 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 15 ESC NOR 791 COOPERATIVE SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 15 ESC OR 791 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.

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- 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

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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.

X. CERTIFICATIONS OF OFFEROR

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

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated; and furthermore that I, _____ (typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the Region 15 Education Service Center, 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 Region 15 ESC. I understand that there is a separate vendor agreement with 791 Purchasing Cooperative.

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____