

Addendum #1

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

Janitorial Supplies

791 Purchasing Cooperative

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

AND

Lead Agency:

Region 15 Education Service Center

RFP #791-2020-04-009 Janitorial Supplies

Issued: April 20, 2020

Submission Deadline: May 14, 2020 by 2 p.m.f

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".

I. Summary of RFP Instructions

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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 May 14, 2020 by 2:00 pm central time.
2. Questions regarding this RFP will be accepted until 5:00 pm central time on May 1, 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 791 Purchasing Cooperative will assume Proposer has accepted all terms and conditions of the Vendor Agreement and 791 PURCHASING COOPERATIVE will not entertain suggested language changes at a later date.
5. Proposer must answer all questions contained in the PROPOSAL SCORING, EVALUATION AND RESPONDENT QUESTIONS Section of this RFP and upload to ION Wave e-bid system
6. Proposer must complete all forms and certifications that are provided as a part of this RFP. All certification forms must be downloaded from ION Wave.
7. Proposer must answer all attributes contained in ION Wave.

Definition:

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

II. The General Information

Financing of 791 Cooperative and Lead Agency Region 15 ESC

791 COOPERATIVE Vendor Paid Fee

The total cost of the 791 PURCHASING COOPERATIVE program, is funded through a one (1%) percentage administration fee 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 Participants. 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 Participants.

Withdrawal of Proposals

Withdrawal of proposals will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. Withdrawals prior to the opening date will be allowed. Upon request unopened proposals will be returned prior to the opening date and time.

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 Participants.

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 Participants that may be in negotiation.

Vendor Questions

Questions about the specific SOLICITATION shall be submitted to admin@791COOP.org with the following in the subject line: "RFP #791-2020-04-009 Janitorial Supplies 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 May 1, 2018 AT 5:00 PM Local Time.

NO Pre-Bid Meeting Scheduled

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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.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

RFP Issued	April 20, 2020
Pre-Proposal Conference	None
Inquiry Period Ends	May 1, 2020 at 5:00 pm (CDT)
Proposal Due Date	May 14, 2015 by 2:00pm (CDT)
Anticipated Award	May 26, 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, other government entities and non-profits in all fifty states if permitted by the jurisdictions of the governmental entities.

III. About 791 COOPERATIVE

1. Purpose

It is the purpose of this SOLICITATION to establish awarded Vendor agreements to satisfy the procurement needs of participating Participant entities in this particular commodity category. These awarded agreements will enable Participant 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 Participants and other new Participants as they execute 791 COOPERATIVE Membership Agreement or Participant Agreement 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.

2. 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

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COOPERATIVE Awarded Agreements.

3. Customer Service

- 791 COOPERATIVE staff is available to Participants 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 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.

4. 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 Participant agency and then invoice the participating Participant agency. The Vendor receives payment directly from the participating Participant agency.

5. Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791 COOPERATIVE Participants. 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.

IV. Scope of the Proposal

1. This solicitation is seeking providers for: Janitorial Supplies

It is the intention of Region 15 ESC to establish a contract with Vendor(s) that satisfy the needs of participating government entities in the acquisition of Janitorial Supplies. Awarded Vendor(s) shall perform covered services under the terms of this agreement. Bidders should offer their complete line and serve as a single source for participating entities. Region 15 ESC seeks to contract with businesses that can offer their complete line and serve as a single source for participating entities. Region 15 ESC reserves the right to multiple-award this contract, if deemed in the best interest of its participants Region 15 ESC also reserves the right to reject all proposals and not award a contract as determined in the best interests of its participants.

Products considered for award shall be in full compliance to all applicable federal, state and local standards, codes and regulations. Vendors shall document compliance to said standards and provide certificates of insurance. Vendors are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by government entities and school districts. Whereas, the items to be purchased are of indefinite description and indefinite quantity, Vendors should consider volume potential in regards to the geographic coverage of the contract service area. Awards will be based on the criteria set forth in this document. Vendors are encouraged to offer any relevant product or service that they currently perform in their normal course of business.

Vendors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Please see the following Forms: Market Basket price List, Sample Core list for Optional Pricing, and Supplement Price List and Catalogues Forms.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Vendors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 15 ESC is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, 791 COOPERATIVE also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Vendors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Vendors should submit all products related to Janitorial (related) Supplies. Only, products listed in the Market Basket and similar products should be included.

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2. Specifications and 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.

Janitorial Supply Requirements			
Line #	Requirements	Comply	Deviate
1	Vendor shall provide a broad based line of office products of at least 5,000 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. Janitorial Supplies shall comprise at least 80% of catalog products.		
4	The catalog shall contain a minimum of 5,000 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.		
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 contract 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.		

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18	Orders not filled and partials shall be indicated o 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 Janitorial Supplies shall include: brooms, mops, wax, hand soap, hand towels, trash bags (all sizes), toilet paper, mop buckets, cleaning buckets, Windex (or equivalent), anti-bacterial spray, hand sanitizer (70% alcohol based), sanitizing wipes, various cleaning solutions, and other equipment related supplies.		
21	Various Uniforms for practice and games.		
22	Vendor will provide E-Commerce for Print orders. Ability to send the orders electronically and either pick them up or have them delivered.		
23	Vendor will have the ability to Accept Purchase order for Print and Copy Services		
24	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.		
25	The Vendor will match or lower any pricing of comparable contracts with similar volume. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.		
26	The Vendor will honor pricing and will not have “Floors” in their pricing. This includes fixed prices and discounts of catalogues.		
27	Vendor may revise catalogs 2 times a year.		
28	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.		
29	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.		
30	Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.		
31	Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.		
32	Publicly held Company (Vendor) shall provide most recent SEC Financial filing. Private held Company (Vendor) shall provide access to review its Financial Statement		
33	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.		
34	Vendor shall comply with Insurance requirements.		
35	Vendor shall offer a rebate program to agencies that meet certain minimum ordering requirements.		
36	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.		
37	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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3. Various Janitorial Supplies

Vendor(s) shall, at the request of any member institution, perform and provide these products and/or covered services under the terms of this agreement. The vendor shall assist the end user with making a determination of their individual needs, as stated below.

The following is a list of suggested (but not limited to) categories. 791 COOP may award multiple contracts based on awarding all or parts of the stated items. Janitorial Supplies and equipment shall include the equipment necessary to perform Janitorial Services for the various buildings and facilities. Please list by brand name and generic names. The following is List of Various types Janitorial Manufacturers:

Catalogue Pricing Form			
Line #	Product & Equipment /Manufacturer	Description	% Discount
1	3M		
2	2XL		
3	Acme United Corporation		
4	AIRx		
5	Amrep		
6	The Anderson Company		
7	Anderson		
8	Ansell		
9	Arm and Hammer		
10	Armor All		
11	ARVCO		
12	ATLAS		
13	Austin's		
14	Avalon Papers		
15	Avery		
16	BAGCO		
17	Basch & Lomb		
18	Big D		
19	Bissell		
20	BOARDWALK		
21	BOBRICK		
22	BOLT		
23	BSC		
24	BUCKEYE		
25	Bullen		
26	BUNN		
27	CABOT		

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28	CHICOPEE		
29	CLARKE Janitorial Equipment		
30	Clean Control		
31	CLOROX Professional Products		
32	COLGATE-PALMOLIVE COMPANY		
33	CONTINENTAL		
34	Converting, Inc.		
35	CREWS GLASSES		
36	CROWN MATS & MATTING		
37	DART		
38	DIAL		
39	DAVIDSON		
40	DERMABRAND		
41	DEXTER		
42	DIAMOND CRYSTAL SALES, LLC		
43	Dispoz-o Products		
44	Diversey Cleaning Supplies		
45	DIXIE		
46	DURACELL		
47	ECO PRODUCTS		
48	ECOLAB		
49	ELECTROLUX Vacuum Cleaners		
50	Energizer Lithium		
51	EnMotion		
52	Eureka Vacuum Cleaners		
53	Fellows		
54	FlexSol Packaging Corp		
55	Franklin		
56	Fresh Products		
57	Galaxy Gloves		
58	GE Imagination at work		
59	General Paper		
60	Genpak		
61	Georgia-Pacific Paper		
62	Global Material Technologies, Inc		
63	Gojo		
64	Great Neck		
65	Green Kean		
66	Hoover Vacuum Cleaners		
67	Hoffmaster		

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68	HOSPECO		
69	HUHTAMAKI		
70	IMPACT		
71	Innovera		
72	Life O'Wood		
73	Interplast Group		
74	ITW Dymon		
75	Jaguar Plastics Commercial Can Liners		
76	Janitized		
77	Johnson & Johnson		
78	Kidde		
79	Kimberly Clark Professional		
80	Kleen Products, LLC		
81	Koala Kare		
82	Krystal		
83	Lambskin Specialties		
84	Marcal		
85	Master Lock		
86	Mercury Global Cleaning Solutions		
87	National Checking Company		
88	Nittany Paper		
89	North American Salt Company		
90	Ossian		
91	Pacific Floorcare		
92	BAGCRAFT PAPERCON		
93	PAPER BAGS & SACKS		
94	PAPER DEPOT		
95	PELOUZE		
96	PHOENIX BRANDS		
97	PM COMPANY		
98	PREMIERE PADS		
99	PADCO FLOOR FINISH		
100	PRO LINE BRUSHES		
101	PROCTOR & GAMBLE		
102	RAVOVAC		
103	Reckitt Benckiser		
104	Reynolds		
105	RL Flomaster		
106	Rubbermaid		
107	Rubbermaid Commercial Products		

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108	San Jamar		
109	Sani Professional		
110	Sanitaire by Electrolux		
110	SAUNDERS		
112	SCA		
113	Scotch		
114	Seventh Generation		
115	Sharpie		
116	Stermo		
117	SYSTEM CLEAN		
118	TASKI Diversey		
119	Tennsco		
120	Time Mist		
121	TOLCO		
122	TORK		
123	SSS Janitorial Equipment		
124	TRUELKEEN		
125	TUCKER POLE SYSTEMS		
126	UNGER		
127	UNI		
128	UNIVERSAL Perfectly Practical		
129	US Stamp and Sign		
130	WD-40		
131	WESCO		
132	WEST CHESTER		
133	WESTCOTT		
134	WINDSOFT		
135	WOMDSPR KARCHER GROUP		
136	WNA		
137	Windsor Janitorial Equipment		
138	ZEP		

4. 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. 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 Contract Pricing.

Yes No

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

- Pricing submitted includes the required 791 COOP administrative fee. Yes No
- Vendor agrees to remit to 791 COOP the required administrative fee. Yes No
- Additional discounts for purchase of a guaranteed quantity? Yes No

2. References

The proposal response should contain a minimum of Five (5) references of customers you have served that would be considered eligible for Participating in the 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.

3. States Covered

Prospective Vendor must indicate any state(s) where terms and conditions can be offered.

4. Level of Support

Please indicate the level of support offered in this proposal by checking the appropriate box below. A bid may be determined to be non-responsive if this question is unanswered. Prices offered in this bid are:

- a. The same as offered on single school district bids.
- b. The same as offered to cooperatives and state purchasing departments.
- c. Better than that offered to cooperatives or state purchasing departments.

- 5. List number of sales staff in Texas and throughout the 50 states, listing the name and territory of each key contact with title, address, phone number, fax number, e-mail address, etc. along with resume.

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6. Please define your standard terms of payment for customers.
7. Describe your company's expectations of 791 COOP and/or sponsoring partners in the introduction of this agreement to government and education entities.
8. Describe how you intend to introduce the 791 COOP program within your own company and to your customers.
9. Provide a brief history of your company, including the year it was established. Indicate the number of years the company has been in business.
10. Provide resumes and information on key personnel, including the contract manager.
11. Provide an Organization Chart of those individuals that would be involved in this contract/program.
12. Provide company's official registered name.
13. Who is your competition in the marketplace? And what is your market share? Are you gaining market share, losing market share, or maintaining market share. What is your strategy to increase market share?
14. What differentiates your company from its competitors?
15. Describe how you propose to market the program to members. Provide samples of marketing efforts that have worked effectively in the past.
16. Describe your customer service system. How many employees do you have in customer service? Do you have on-line support?
17. Describe or include customized product catalogues that might be implemented under this program.
18. Does your firm substitute items ordered? If so how are the items determined to be equivalent? How is the agency notified of a substitution?
19. At the end of this contract and in the event your company is not re-awarded this contract please describe the process of transitioning 791 COOP agencies onto the new contract.

5. Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the 791 COOP participants prior to commencement of work. The insurance company shall be licensed in the State of, and shall be acceptable to, the 791 COOP participants. The Vendor shall give the 791 COOP participants a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Vendor shall require all subcontractors performing any work to maintain coverage as specified by the State in which the work is being performed.

Contractor's Liability Insurance **Minimum Coverage**

Employer's insurance:

Worker's Compensation Statutory

Employer's liability:

Bodily injury by accident	
Each Occurrence	\$100,000.00
Bodily injury by disease	
Each Employee	\$100,000.00
Policy Limit	\$1,000,000.00

Commercial General Liability

Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:

Single limit	\$500,000.00
Unimpaired aggregate	\$500,000.00

Comprehensive automobile liability:

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage	
Each Person	\$250,000.00
Each Occurrence	\$500,000.00
Property damage	
Each Occurrence	\$250,000.00

V. Pricing Models

Pricing for Line Items and Catalog

It is the intention of 791 COOPERATIVE to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its Participants. 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:

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

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

Pay Careful Attention to This When Completing the Pricing spreadsheets.

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

Pay Careful Attention to This When Completing the Pricing spreadsheet.

Explanation: Markup on cost is NOT recommended for proposers use the Markup pricing method because many Participants are not allowed to use a bid with a markup pricing method, specifically

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when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award. "Floor mark-ups" are not preferred and not recommended to bidders.

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

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

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

Pricing Forms:

- Market Basket Price List Form
- Sample Core List for Optional Pricing Form
- Optional Discount Price List
- Manufacturer's Discount Price Catalogue (in this document)

Shipping cost:

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

VI. PRICING FORMAT

Proposals on any reputable manufacturers regularly produced goods falling within the general

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

Value Added Pricing (Optional)

Value added services should be explained in detail. If bidder can offer greater quantities at lower pricing, these "value added" prices should be submitted in this section.

Proposal should list offerings to be considered as part of Janitorial Supplies that can be provided by the vendor. Servicing of equipment, installation of equipment, rental of equipment, repair of equipment or any related service to support equipment may be included in this proposal.

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 maybe included. 791 COOPERATIVE reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

NOTHING IN THIS SOLICITATION IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION.

PROPOSAL SCORING AND EVALUATION

EVALUATION AND AWARD OF PROPOSALS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible Prospective Vendor whose proposal(s) is/are determined in writing to be the most advantageous to REGION 15 ESC and its Participants. REGION 15 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

Competitive range: It may be necessary for REGION 15 ESC to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's proposal being disqualified. It is the intent of REGION 15 ESC to award a manufacturer's complete line of products, when possible and advantageous.

Clarification and/or Discussions: Clarification is to communicate with Prospective Vendors for the purpose of eliminating minor errors, clerical errors, and/or irregularities. It is accomplished by explanation or substantiation, either in response to an inquiry from REGION 15 ESC or an inquiry initiated by a Prospective Vendor. Clarification does not give a prospective Vendor the opportunity to revise, change or modify their proposal in any way except to the extent that the correction of the error results in a revision to the proposal. Discussion takes place after the initial receipt of proposals. REGION 15 ESC reserves the right to conduct discussions with prospective Vendors whose proposals are determined to be reasonably susceptible to receiving a contract award. Discussions occur when oral or written communications between REGION 15 ESC and the Prospective Vendor are conducted for the purpose of clarifications involving information needed for determining the acceptability of a proposal or to provide an opportunity for a prospective Vendor to revise and/or modify their proposal. REGION 15 ESC will not assist the prospective Vendor in the revision or modification of their proposal, nor will REGION 15 ESC assist the Vendors in bringing their proposal to the same level of other proposals received by REGION 15 ESC. Further, REGION 15 ESC will make no indication of pricing or other proposal information received by other prospective Vendors.

Estimated Quantities:

791 COOPERATIVE estimates considerable activity resulting from this solicitation. 791 COOPERATIVE makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 791 COOPERATIVE makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation. The volume for this contract estimates from \$5 million a year to \$100 million a year.

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Inspection & Acceptance: Offers shall deliver said materials purchased, rented and /or leased under this contract to the REGION 15 ESC Participant issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. If defective or incorrect material is delivered, the purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

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 a Vendor 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: **(30) point weight**. Per prices quoted as related to information within the request for proposals and the discount off MSRP or other published list pricing or stated prices of goods.
2. The reputation of the Vendor and of the Vendor's goods or services; **(5) point weight**. References and 791 COOPERATIVE staff knowledge and any other available information known to 791 COOPERATIVE may be used to score this criterion.
3. The quality of the Vendor's goods or services; **(25) point weight**. References 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 Participants to acquire the Vendor's goods or services; **(0) point weight**. Same as 1 above as there is no objective long term cost on this type of award.
5. Extent to which the Goods or Services meet the Needs: **(30) point weight**. 791 COOPERATIVE evaluators will determine if the proposal provides value to 791 COOPERATIVE Participants 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

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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; 2 -3 years = 4 points; 4-6 years = 7 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 ESC Region 15 or 791 COOPERATIVE Participant 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 AN 80-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

Proposal Instructions

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

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. Proposer shall complete all forms. 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 Participants 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.

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

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 Participants 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 Participant. 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, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with 791 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 PARTICIPANTS

Depending on different entities’ and jurisdictions’ laws and regulations, Participants 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 Participant entity will be able to utilize a 791 COOPERATIVE awarded agreement.

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 Participants.
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 participant 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 Participants 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 Participants if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities:** Because 791 COOPERATIVE cannot accurately anticipate which Participants will utilize the awarded agreements due to the thousands of Participants 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

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order that best serves the 791 COOPERATIVE Participant 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 Participant 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 Vendors and an Vendor is not prejudiced by the waiver as compared to other Vendors;
 - 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

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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 Participants;
 - 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 Participants reserve the right to procure any items or services by other means at the sole discretion of 791 COOPERATIVE or its Participants.
- 13) Supplemental agreements** - The 791 PURCHASING COOPERATIVE Participant 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 Participants 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 Participant 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 Participants 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 Participant 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 Participant 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 Participant's or local smoking statutes, codes or policies.

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- 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 Participants 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 Participant Purchasing Procedures** - Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Participant 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 Participant.
 - Awarded vendor invoices the participating 791 PURCHASING COOPERATIVE Participant directly.
 - Awarded vendor receives payment directly from the participating Participant.
 - 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.