

Addendum #2

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

**Education Curriculum, Products, and Services
(Including Online)**

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 #2020-05-013 Education Curriculum, Products, and Services

(Including Online)

Issued: May 15, 2020

Submission Deadline: June 18, 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

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 18, 2020 by 2:00 pm central time.
2. Questions regarding this RFP will be accepted until 5:00 pm central time on June 10, 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.

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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 #2020-05-013 Education Curriculum, Products, and Services (Including Online) 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 10, 2018 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.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

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The anticipated schedule is as follows:

RFP Issued	May 15, 2020
Pre-Proposal Conference	None
Inquiry Period Ends	June 10, 2020 at 5:00 pm (CDT)
Proposal Due Date	June 18, 2015 by 2:00pm (CDT)
Anticipated Award	June 18, 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.

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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 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.

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- 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.

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IV. Scope of the Proposal

A. **This solicitation is seeking providers for: Education Curriculum, Products, and Services (Including Online)**

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 Education Curriculum, Products, and Services (Including Online).

1. **SCOPE OF WORK:** At minimum, the District is soliciting a Request for Proposals (RFP) from qualified Supplier(s) of Supplemental Curriculum and Materials (the "Curriculum and Materials") that will be used as core content, supplemental, enrichment or used for Interventions, Social and Emotional Learning, Vocational and Special Populations as defined in the market baskets below. All Curriculum and Materials need to be aligned with the federal, state and industry standards including but not limited to Texas Essential Knowledge and Skills (TEKS), Pre-K Guidelines, CollegeBoard, and any applicable industry standards, etc. This RFP requires standards correlation and scientifically-based research, when applicable, for all Curriculum and Materials, but is not required for all Curriculum and Materials considered as classroom supplies.
2. The Curriculum and Materials must be accurate, current, research-based and reflective of best practices. In addition, materials must reflect a respect for diversity, learning styles and support differentiation. The Curriculum and Materials should be aligned to standards and support the development of deep understanding of foundational concepts and principals. The Curriculum and Materials should be available across a range of reading levels, provide reading levels and/or Lexile ranges. The Curriculum and Materials at the elementary level, PK-5, should be available in Spanish.
3. For each market basket, indicate the product categories as well as instructional use, content area, targeted student group, and program.
4. For each market basket below, **describe how your product satisfies the requirements for the applicable market baskets as stated in Scope of Work.**
5. If you have additional supporting documents, you may attach them to this form and/or include them in your Tab 4 response. However, you must complete this form and respond to each requirement statement. If a requirement does not apply to your product, then indicate "N/A" and state the reason.
6. The contract term for this solicitation shall be for one (1) three (3) year term and has the option to renew this contract annually for two (2) additional one (1) year terms of service upon the same terms, conditions and rates.

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B. **SAMPLES OF MARKET BASKETS FOR POSSIBLE RESPONSES BY OFFERORS.**

THE MARKET BASKETS consist of the following:

1. **MARKET BASKET NUMBER #1**

General Curriculum & Instructional Materials which include materials that facilitate and support the planning and delivery of quality standards-based instruction and/or extend content knowledge or expertise for students such as:

- Reading materials including the supporting digital and electronic component, audiobooks, electronic, and paper materials
- Content oriented materials
- Program kits, resource materials and consumables
- Manipulatives
- Specialized programming materials
- Graphing Calculators

2. **MARKET BASKET NUMBER #2**

Intervention Materials which include materials with the primary purpose of accelerating, remediating, or re-focusing instruction, to meet the individual needs of the students such as:

- Manipulatives
- Re-teach and reinforcement materials
- Intervention kits
- Individualized instructional materials (e.g., Tier 2, Tier 3)

3. **MARKET BASKET NUMBER #3**

Vocational Materials (Career Readiness) which include materials and equipment with the primary purpose of expanding, maintaining, or innovating instruction to meet the individual needs of students in vocational coursework including: agriculture, architecture, construction, arts, a/v production, business, marketing, health occupations, STEM and STEAM, instructional technology, culinary arts, cosmetology, education, finance, government and public administration, hospitality services, manufacturing, welding, firefighter and emergency services, law and justice, flight instruction and transportation fields.

- Specialized programming materials and equipment

4. **MARKET BASKET NUMBER #4**

Social and Emotional Learning (SEL) Curriculum which includes materials that facilitate and support the planning and facilitation of activities that promote positive behavior, SEL skill development and relationship development.

- Aligns with the five core competencies outlined by Collaborative for Academic, Social, and Emotional Learning (CASEL)
- Integrate with core content
- Promotes positive behavior

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- Developmentally appropriate for pre-kindergarten through grade six.
- Developmentally appropriate for grades seven through twelve.
- Delivered by classroom teacher
- Integrates with anti-bullying

5. MARKET BASKET NUMBER #5

Special Populations Materials which include materials and equipment with the primary purpose of supporting activities specific to instruction and compliance requirements under state and federal laws; and expanding, maintaining, or innovating inclusive education to meet individual student needs (e.g., special education, gifted and talented, dual language, Advanced Placement and International Baccalaureate).

- Specialized programming materials and equipment
- Instructional support materials
- Intervention materials/devices
- Acceleration Materials
- Enrichment Materials

6. MARKET BASKET NUMBER #6

Montessori Materials which include didactic activities for students to learn through exploration and discovery with hands-on, 3-dimensional work. Numerous shelves and child-sized furniture are required to display these materials in various areas of the classroom to address sensorial, practical life, math, language, science, geography and social studies learning. This encourages the child to build independence, order, coordination and concentration in accord with the Montessori Philosophy of Education, creating life-long, independent learners by individualizing instruction.

- Specialized programming materials and equipment
- Instructional support materials
- Intervention materials/devices
- Acceleration materials
- Enrichment materials
- Specialized furniture including shelving, tables and chairs

7. All market baskets can include Curriculum and Materials (including digital, electronic, and paper materials) listed below but are not limited to these items.

a. **Books** which include but are not limited to the following:

- Paperback books
- EBooks
- Audiobooks
- Hard bound and spiral bound books
- Reference books
- Trade and non-trade books

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- Professional books
 - Workbooks/study guides/consumables/work texts
 - Instructional/educational books
 - Leveled readers
 - Braille, large print and audio books
 - Planners and agendas
- b. Periodicals** which include but are not limited to the following:
- Subscriptions- (not online subscriptions)
 - Magazines
 - Journals
 - Newspapers
- c. New & Used Textbooks** which include but are not limited to the following:
- Non-state adopted books
 - Post-secondary books (AP/IB, Dual Credit)

If you have professional development or instructional software that accompanies your product, you must include this information as a

C. Questions regarding the suggested Market Baskets

Please answer the following questions:

1. Indicate the Curriculum and Materials and/or Market Basket(s) your company will address. Include a brief service summary.
2. Indicate the grade-level your company will serve (i.e. Pre-K, K, Elementary, Middle, and High School grades).

3. Does your company have TEKS aligned lessons and activities? Yes No

If yes, attach a sample of a lesson or activity aligned to the TEKS.

4. How will your company's services align and integrate with HISD effective practices and/or resources?
5. Is your company currently providing these services to other school districts or educational settings?

Yes No

If yes, provide a district name and contact information of at least five (5) references using the vendor reference attachment or a similar format.

6. Has your company provided these services to Texas School Districts?

Yes No

If yes, provide a district name and contact information of at least three (3) references (of the five

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references) using the vendor reference attachment or a similar format.

7. Indicate resources and/or other support REQUIRED by the District to successfully implement the RFP-related materials.

D. Online Curriculum

791 Purchasing Cooperative is seeking Vendors/Contractors who have provided a wide-range of products and services to small, medium and large-sized institutions. It is expected that the selected Vendor(s)/Contractor(s) will be able to provide the following information:

1. Provide an overview of your online system and the grades it covers. Attach any relevant marketing materials and data sheets in the Appendices.
2. Describe the features, functions, and capabilities of your system as they relate to these key aspects of School Districts as they evolve to E-Learning platforms:
 - a) Ability for students and teachers to personalize the learning experience.
 - b) Ability to meet students' needs for credit recovery or original credit.
 - c) Ability to track students' performance at the individual student level.
 - d) A catalog of variety of courses built specifically for students' grades PK-12.
 - e) Describe any additional, supplemental resources available to students.
 - f) Describe the Data Security features of the tools used in the program.
 - g) Describe user help features built into your system and other help available to students, parents, and staff.

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E. 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.
6. Please define your standard terms of payment for customers.

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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.
20. Has Proposer been declared in default of any contract in the last 10 years?
Yes No
21. Within the past three (3) years, has Proposer filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
22. Describe the Proposer's experience as a service provider to public school systems they have as clients. What are some key lessons learned?
23. Provide the Proposer's approach to quality control, record keeping and regulatory compliance.
24. Describe how the Proposer monitors service levels to ensure system pricing for tasks remains current and updates are communicated timely to the client (HISD).
25. Discuss a recent implementation that the Proposer has completed in another public school district that that went well and what were the top three reasons it went well.
26. Does your product include a component in Spanish for our dual language students? If so, please

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describe how your resources are aligned to the SLAR standards and whether they include authentic (not transadapted) Spanish texts?

27. Does your resource have an online component?

Yes No

If so, please describe.

28. How are hands-on activities and tasks incorporated in the materials/products/goods/services?

29. Briefly describe how the materials / products / goods / services support the use of technology, both by teachers and students.

30. Do you have evaluative data on performance and impact of service?_

Yes No

If so, please describe.

31. How does curriculum or instructional material address adaptations to content and process based on specific performance levels?

32. How does your product/service meet the needs of all student groups and multiple learning styles?

33. How does your curriculum and materials align with Collaborative for Academic, Social, and Emotional Learning (CASEL) which include; self awareness, self management, social awareness, responsible decision making and relationship skills?

34. How does your curriculum, materials and activities integrate within core content?

35. How does your curriculum, materials and activities align with anti-bullying?

36. How does your curriculum, materials and activities require explicit instruction delivery by the teacher?

37. Does your curriculum, materials and activities include assessment?

38. Does your curriculum, materials and activities require a specific credential for the person implementing the program other than a teacher credential (i.e., psychologists, counselor, social worker, etc.)?

39. How does your curriculum, materials and activities promote healthy and secure relationships?

40. Describe activities needed after initial presentation of curriculum, materials and activities to campus personnel to sustain implementation.

41. How does your curriculum, materials and activities impact exclusionary discipline?

42. What is the most significant barrier in implementing your curriculum, materials and activities?

43. Is your company currently providing this curriculum to other districts in Texas?

44. Has your company provided this curriculum in HISD schools? If so, provide a school name and contact.

45. Indicate resources and/or other support REQUIRED by the District for your company's curriculum.

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46. What age/grade of student is your Implicit Bias professional development most appropriate?

F. Any Other Education Related Services

47. Describe any other related services in enough detail to be evaluated for possible award.

48. If you have professional development or instructional software that accompanies your offering, you are encouraged to include this information, in order for it to be considered for potential award.

49. List any additional Comments.

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G. 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
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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

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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.

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

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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.*

Vendors shall provide Product 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 use one of the following Formats or combination of them:

- Itemized list
- Optional Pricing
- Supplement Price List
- Catalogues Forms
- License or Subscription fees
- Training Fee Rate: Hourly, Daily or other rate

Service Costs:

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.

Please reference service pricing form when submitting pricing for services.

Travel Cost:

Include any travel costs separately. Additionally, please be aware, that travel costs may be subject to local school district policies.

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, them 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 **Education Curriculum, Products, and Services** 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.

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VII. 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.

Inspection & Acceptance: Offers shall deliver said materials purchased, rented and /or leased

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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: **(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**. 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; **(5) point weight**. Any cost avoidances, or reductions for using the program.
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 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

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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.

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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

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

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in 791 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

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contractor must follow the process used by Region 15 ESC.

Supplementary Catalogs and Information (If applicable)

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

Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of 791 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 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

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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.

- 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

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above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor.

791 PURCHASING COOPERATIVE, its agents, 791 PURCHASING COOPERATIVE Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires 791 PURCHASING COOPERATIVE and/or 791 PURCHASING COOPERATIVE Member to sign an additional agreement, those agreements shall comply with the award made by 791 PURCHASING COOPERATIVE to the Vendor.

Supplemental Vendor's Agreement documents may not become part of 791 PURCHASING COOPERATIVE's Agreement with vendor unless and until an authorized representative of 791 PURCHASING COOPERATIVE reviews and approves it. 791 PURCHASING COOPERATIVE permits 791 PURCHASING COOPERATIVE Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Agreement.

- 14) Survival Clause** - All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and 791 PURCHASING COOPERATIVE or the 791 PURCHASING COOPERATIVE Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by 791 PURCHASING COOPERATIVE or a 791 PURCHASING COOPERATIVE Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.
- 15) Smoking** - Persons working under Agreement shall adhere to the 791 PURCHASING COOPERATIVE Member's or local smoking statutes, codes or policies.
- 16) Novation** - If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.
- 17) Licenses** - Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791 PURCHASING COOPERATIVE and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 18) 791 PURCHASING COOPERATIVE Member Purchasing Procedures** - Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Member to the awarded vendor and should indicate on the order that the purchase is per the applicable 791 PURCHASING COOPERATIVE Agreement number. Orders are typically emailed to 791 PURCHASING COOPERATIVE at admin@791COOP.org
 - Awarded vendor delivers goods/services directly to the participating member.

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- 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: _____