

**Addendum #2**

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

**Library & Text Books and Subscription Services**

**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#2020-05-015 Library & Text Books and Subscription Services**

**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](mailto: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](mailto:admin@791COOP.org) with the following in the subject line: “RFP#2020-05-015 Library & Text Books and Subscription Services 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.**

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### **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:

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>May 15, 2020</b>
<b>Pre-Proposal Conference</b>	<b>None</b>
<b>Inquiry Period Ends</b>	<b>June 10, 2020 at 5:00 pm (CDT)</b>
<b>Proposal Due Date</b>	<b>June 18, 2015 by 2:00pm (CDT)</b>
<b>Anticipated Award</b>	<b>June 30, 2020*</b>

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

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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

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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.

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### **IV. Scope of the Proposal**

#### **A. This solicitation is seeking providers for:**

Text Books, Library Books, Periodicals, Magazines, Subscription Services and other related Products and Services

#### **B. Scope of Services:**

It is the intention of 791 Purchasing Cooperative to establish annual contracts with high performance vendors for Books (Conventional Bound/eBooks) Magazines, periodicals, Subscription Services and other related Products & Services. These products and services will be made available to all of 791 PURCHASING COOPERATIVE's membership. Please specify which states this response will cover.

Contracts should include Library, Reference, Professional Development, Trade Books, College Textbooks, K-12 Textbooks (new and used) and E-Books. It should also include E-Readers like the Kindle and Nook.

The proposed specifications are written for the primary purpose of purchasing books through services of book jobbers, sole source vendors, publishers, distributors, and/or retailers. Bidders may submit a proposal based on any pricing criteria that can be evaluated including discounts from Publisher's List Prices. This should also include the Teacher versions as well and the student versions.

There is no commitment by 791 PURCHASING COOPERATIVE members to purchase or guarantee any specific amount of books to be bought under these contracts. Vendors shall submit discount pricing from the publisher's list with quantity price breaks if available.

1. Vendor **should** have a web site available so quotes and/or orders can be transmitted electronically.
2. Vendor must notify requestor immediately if the title is an "MOD" (Must Order Direct) title that must be ordered directly from the publisher because the book is not sold directly to wholesalers.
3. Vendor must agree to acquire and provide titles of Library, Reference, Professional, and Trade books that are in print and available.
4. If an ISBN is not provided for a specific title, the vendor must agree to provide the "best" bind available for that title.
5. This contract will be for books (conventional bound) eBooks and other value add services.
6. If an ISBN is specified for a title, but that bind is no longer available requestor will have the option to accept the title in the "best" bind available.

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7. No title substitutions will be accepted for a title without the written authorization from requestor.
8. The vendor will deliver the books FOB destination with no freight being added to the invoice.
9. The vendor will provide a brief history of their company; it's scope, nature and services to include its ability to meet the book buying needs of 791 PURCHASING COOPERATIVE.
10. Contract vendor shall maintain a catalog or listing of materials. Catalog or listing shall include title, edition, ISBN, price, and other information pertinent to ordering textbooks and test preparation materials. Catalog shall be included with your proposal, and shall be made available to members.
11. Firms offering textbooks shall maintain sufficient stock to meet member needs.
12. Contract vendor shall guarantee complete satisfaction with materials delivered under the contract. Contract vendor shall accept returns, shipping prepaid by contract vendor, of any material purchased by a member and found to be unacceptable.
13. Bundled and unbundled materials shall be provided with separate ISBN numbers.
14. Barcoding and barcoding services will only be allowed for textbooks ordered under an awarded contract. However barcoding and barcoding services are not required to be on an awarded contract. Please provide pricing for all options for barcoding and services on the required 10L Textbook/Test Prep Workbook.
15. Educational software is only allowed if offered as part of bundled textbooks or test preparation materials. References to "title" passing in the general terms and conditions are interpreted as "right to use" or similar for software offered.
16. Textbook management services **are not** requested under an awarded contract.
17. Surplus, obsolete, unused workbooks, or used textbooks buy-back programs **are not** requested under an awarded contract. Any offered buy-back programs shall be between the contract vendor and the Member.
18. Leasing **is not** requested in this solicitation for paper textbooks. However, leasing would be considered for Electronic Readers or eReaders.
19. All grade levels of textbooks are requested.
20. Requested new textbooks and materials shall include but not be limited to the following subjects: biology, calculus, chemistry, computer science, English language and composition, English literature, environmental science, special education, foreign languages, geography, macro/micro-economics, physics, psychology, statistics, United States government and politics, state governments (all available), United States and world history.

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21. On-line assignments, tests and practice tests may be offered that is associated with textbooks offered. Complete pricing must be provided.

### **C. SHIPMENTS (additional instructions)**

1. The vendor agrees that all deliveries will be F.O.B. destination. Shipments of books will be delivered to the requestor address on each order.
2. Each carton shall be labeled as to its contents including the full purchase order number, invoice number, and the number of boxes included in the shipment.
3. The first box of each shipment shall contain a packing slip. This should be double-spaced, the items listed alphabetically by title, and will include the following information: full purchase order number, quantity ordered, author, title, actual cost per item, an indication of the discount received, as well as the total cost of that particular invoice.
4. Requestor will return to supplier all items that are defective, damaged, or otherwise not in compliance with the order. The cost of such items will be deducted from the supplier's invoice by requestor prior to payment and details furnished supplier with remittance. Restocking fees will not be assessed.
5. Shipment and cancellation instructions, unless stated differently by requestor. The first shipment will be made within 30 days of receipt of the order. A second and final shipment will be made within 90 days of receipt of the original purchase order unless specific instructions are given on individual purchase orders. Only two shipments are allowed unless purchase order instructs otherwise. After the second shipment, no back orders will be accepted. Standard terms for shipment will prevail unless specific instructions are listed on the purchase order.
6. Purchasers shall not be charged for shipping and handling, or for any service charges. This includes any other terms that may be used for costs charged for transportation, packaging, or mailing.
7. Requestor is not responsible for orders placed by an individual or individuals by letter, mail order, telephone, or any means of communication not verified by a properly executed purchase order issued by the Entity.

### **D. INVOICING**

1. The supplier shall invoice, by title, all books by flat item proposed discount. The titles on each invoice shall appear in the same order as shown on the original order. Each invoice shall clearly indicate the total quantity of titles reflected by the invoice.
2. Requestor shall remit payment within thirty (30) days of receipt and acceptance of books and receipt of a correct invoice, whichever is later. Acceptance by requestor shall constitute all items proposed being received and in good working order to the satisfaction of the purchaser.

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### **E. VENDOR INVENTORY**

1. Vendor must stock books from all major U.S. publishers unless vendor is a sole source vendor. All available titles must be listed in seasonal and replacement catalogs that are updated not less frequently than once a year.
2. Adequate inventories of all titles shall be carried to ensure an 80% or better fill rate on the first shipment within 30 days and a 90% or better fill rate on the second shipment within 90 days.

### **F. VENDOR SERVICES**

1. Vendor shall provide electronic ordering service. Service offered shall either be an online service, a CD ROM service compatible with either a PC or MAC, or an order typing service. Requests are placed either online or in hard copy form, and vendor returns a computerized listing of selected items which constitutes an order confirmation. The confirmation order should reflect the unit price, proposed discount, extended price and availability.
2. A dust jacket must be provided for each book, when appropriate, free of charge. Vendor must be capable of furnishing on request, within two weeks' time, lists of recommended titles to be used in selecting basic collections, current updating of collections, and/or replacing existing collections. These lists must be available in any a variety of formats dependent upon the level required.

### **G. INCLUSIONS**

1. Each vendor will send a sample copy of an order confirmation for 25 titles of your choice. The confirmation order report should reflect the unit price, proposed discount, extended price and availability. The confirmation should reflect the standard confirmation form received upon placement of an order.
2. Each vendor shall submit a catalog of titles with accompanying standard publisher's list prices that shall govern the pricing for the term of this contract until vendor updates the catalog for ensuing years.
3. Each vendor shall include a material and binding specification sheet for each type of binding upon which a proposal is submitted. Each vendor must return the Binding Certification document.
4. Each vendor shall provide an explanation of their binding specifications for pre-bound books.
5. EBooks – provide information on web-based services that enable the secure distribution of eBooks, digital audio books, and other digital media through multiple channels.
6. Provide a service to search for hard to find and out of print books.

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### **H. New Textbooks**

#### **1. BINDING**

The successful vendor(s) shall not propose on one class of bindings and substitute a lesser quality of bindings on orders submitted. Non-adherence to this will result in the return of any book that does not meet the binding specifications at the expense of the vendor. No substitutions of titles shall be acceptable without prior approval by requestor initiating the purchase order.

#### **Library, Reference, Professional, and Trade Books**

All bindings shall conform to the standards approved by the American Library Association and the Library Binding Institute for library, trade, and school/library bindings. The successful vendor(s) shall furnish books either in the publisher's best library binding or the particular binding or edition specified on a purchase order.

#### **Pre-Bound Library, Trade and Paperback Books**

All pre-binding for books shall conform to the Library Binding Institute Standards for Library bindings for this binding type and specifically shall include the following: Illustrated covers, for Grade "F" library buckram material, following the design and art work of the paper dust jacket and or the original cover of the publisher's edition, shall be used on all juvenile titles. Should the original volume not have pictures and/or art work either on the cover or the dust jacket, then, and only then, may the title be pre-bound using a cover make of Grade "F" buckram which shall have pleasing designs and be lettered in appropriate colored inks and foils. The reinforcing fabric as described in the specifications shall be of sufficient width to enable it to extend onto the cover boards approximately ½ inch.

#### **2. SPECIFICATIONS - LIBRARY BOOKS**

Books over ½" in thickness shall be over sewn with library sewing. Books less than ½" in thickness shall be sewed through on a sewing machine or by hand. The stitches shall be approximately ½" apart. The sewing shall not extend more than 5/32" in from the back edge of the volume, provided that if sewed by machine no holes shall be made between the sewing, and these thread extensions shall be securely glued between the reinforcing fabrics. The machine used for this sewing shall be of a type that makes around smooth hole and not a large, three-cornered hole that damages the paper. The thread for this sewing shall be of the highest quality, natural color, polished 5-strand thread size 14. All other operations specified by the Library Binding Institute specifications for pre-bound book bindings including the rounding and backing of the book spine and round library corners of the volumes shall be followed on books with this binding type.

#### **Pre-bound Trade Books and Pre-bound Paperback Books**

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These specifications apply to pre-binding of trade books and paperback books in a hard cover binding. All bindings shall conform to the Library Binding Institute Standards for Library Bindings specifications for these binding types and shall include all items below. In initial processing, original publishers adhesive or hot melt glue is to be completely removed from spine by grinding or trimming. No more than .0625" of back gutter margin is to be removed. Removal will be clean and uniform without fraying, tearing, or mutilation to parts, pages, or content of volume. Volumes in excess of ¼" shall be adhesive bound, and volumes less than ¼" shall be Singer sewn. Text shall be fanned and glued with a polyvinyl adhesive. Adhesive can be either hot melt or gold glue. Run-in of adhesive should be no more or less than .0625". Adhesive bound volumes should provide durable easy opening without stress or tightness of any kind.

Flat or sewed volumes ¼" or under should be Singer sewn with 10 gauge 5-strand thread and stitches at least ½" or more apart. Singer end sheets are to be applied on all sewed volumes. Trimming book block, top-bottom, and force edge should not be in excess of 0.123" and in no case should print be trimmed into. A back liner should be attached to the full length of the spine of the book. A woven or non-woven material of not less than .009" will be used and imbedded into glue. Covers should be Type II non-woven materials with original paperback covers mounted, with title and author stamped on the spine or the original cover of the paperback cover and should be laminated with a clear polyester film not less than 1.5 mil inch in thickness or acceptable equal and be free of blemishes or distortions of any kind. All end papers shall be fabricated into a unit with the grain of the paper running parallel to the spine of the book. Volumes should be bound with sufficient pressure to insure good adhesion of the end papers and proper adhesion in the joints.

### **Paperback Books**

Paperback books may not be shipped and may not be substituted for hardcover books unless specifically indicated on purchase order. Paperback books will be returned if shipped without authorization.

#### **I. Used Textbooks**

Various members of the 791 PURCHASING COOPERATIVE program may desire to purchase used textbooks instead of new ones. Used Textbooks may vary by subject, grade level and publisher. This section is designed to cover multiple transactions of different quantities throughout the school year. The purpose of this section is to award to a vendor (s) that will offer the best service and fair market prices for multiple purchases of used textbooks.

All Books must be clean, intact covers without user markings. Bindings must be strong. All pages must be present and intact. All pages must be clean and without notes or other user markings. Page edges must be clean and re-conditioned with all markings removed. Identification labels or stamps from previous owners must be removed or covered. Workbooks, lab manuals, practice books, etc.

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must be clean, complete and never used. Books must retain the majority of their useful life, with 75-80% remaining useful life preferred.

These specifications are not to be construed as a complete listing which exempts the successful proposer from reasonable requirements necessary to provide used textbooks that are suitable for multiple years of service. The user school districts (and other participating entities) reserve the right to return any item it finds that is not suitable for intended use at the vendor's expense. The district and 791 PURCHASING COOPERATIVE are deemed to have the exclusive right to make this determination.

**Service** includes but is not limited to:

1. Prompt delivery of books after receiving purchase order
2. Prompt response to a participating entity's inquiries regarding availability of items, delivery time and other needs as they arise during the term of the contract.
3. Ability and willingness to advise a participating entity and their staff when special needs arise.
4. Ability and willingness to investigate claims of defective and/or inferior quality and to make the necessary adjustments or corrections. Investigations to include onsite response if necessary.
5. Periodic visits to the participating entity's purchasing department from a company representative to provide service when necessary.
6. A variety of publishers, subjects and titles are requested for used textbooks and teacher editions and associated study materials.
7. All grade levels of textbooks are requested.
8. All title and copyright page information shall be intact.
9. Identification labels or stamps from previous owners shall be removed or covered.
10. Used textbooks shall not have mildew stains, missing pages, or persuasive underlining.

### **J. Electronic Textbooks**

Various members of the 791 PURCHASING COOPERATIVE program may desire to purchase Electronic textbooks instead of paper ones. Electronic Textbooks may vary by subject, grade level and publisher. This section is designed to cover multiple transactions of different quantities throughout the school year. The purpose of this section is to award to a vendor (s) that will offer the best service and fair market prices for multiple purchases of Electronic Textbooks or eBooks.

All eBooks must be able to work on either standard Microsoft operating systems or tablet operating systems unless the District specifies something else. eBooks should be new and unused.

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These specifications are not to be construed as a complete listing which exempts the successful proposer from reasonable requirements necessary to provide eBook textbooks that are suitable for multiple years of service. The user school districts (and other participating entities) reserve the right to return any item it finds that is not suitable for intended use at the vendor's expense. The district and 791 PURCHASING COOPERATIVE are deemed to have the exclusive right to make this determination.

**Service** includes but is not limited to:

1. Prompt delivery of Electronic Textbooks after receiving purchase order.
2. Prompt response to a participating entity's inquiries regarding availability of items, delivery time and other needs as they arise during the term of the contract.
3. Ability and willingness to advise a participating entity and their staff when special needs arise.
4. Ability and willingness to investigate claims of defective and/or inferior quality and to make the necessary adjustments or corrections. Investigations to include onsite response if necessary.
5. Periodic visits to the participating entity's purchasing department from a company representative to provide service when necessary.
6. A variety of publishers, subjects and titles are requested for used textbooks and teacher editions and associated study materials.
7. All grade levels of textbooks are requested.
8. All title and copyright page information shall be intact.

### **K. Electronic Readers**

Digital electronic reader (eReader) rental may be offered. Complete pricing must be provided with all options and accessories. This may include, The Barnes and Noble Nook, The Amazon Kindle, Samsung Galaxy Tab, Motorola Droid XYBoards, Netbooks, iPad 2 and IPAD 3, and other tablet computer systems. Please submit the technical specifications of these e-readers with your proposal. Along with performance specifications, like size and life of battery and storage capacity. Please contrast the eReader your firm submits with the capabilities of other eReaders in the marketplace.

These eReaders should be internet capable either as Wi-Fi devices or via 3G or 4G connection.

**Service** includes but is not limited to:

1. Prompt delivery of Electronic Readers after receiving purchase order.
2. Prompt response to a participating entity's inquiries regarding availability of items, delivery time and other needs as they arise during the term of the contract.

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3. Ability and willingness to advise a participating entity and their staff when special needs arise.
4. Ability and willingness to investigate claims of defective and/or inferior quality and to make the necessary adjustments or corrections. Investigations to include onsite response if necessary.
5. Periodic visits to the participating entity's purchasing department from a company representative to provide service when necessary.

### **L. Disposal of Used Textbooks**

791 PURCHASING COOPERATIVE is looking for a vendor to assume responsibility for the collection and disposal of surplus classroom texts

and library books. The successful vendor will pick up most books at any participant's location, or may be required to pick up surplus classroom texts and library books at District schools when there are multiple pallet loads for disposal.

Responding vendors will need to provide the method of disposal for surplus classroom texts and library books received from the District. Are the books to be re-sold, given to non-profits, or recycled? The District is very concerned that the surplus texts do not become landfill waste.

The School Districts typically tend to contract with qualified firms who are deemed to be most advantageous to the School District **BASED ON THE PRICE PAID PER POUND FOR SURPLUS BOOKS.** It is the intent of the School Districts to work with one or more vendors.

Price the Minimum Price to be paid to the school districts per Pound \$ \_\_\_\_\_, in the vendor's proposal response.

Note: Prices actually paid to school districts may be higher as agreed upon between the vendor and participating member school districts.

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**V. 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

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**VI. 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.

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**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.

## Addendum #2

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.
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. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing?*" Yes No  
  
If not please explain.
21. What is your company's return and restocking policy? Are there any applicable fees?

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Please provide a brief description and example.

22. What is your company's history of meeting shipping and delivery timelines?

23. Will your company be able to meet a minimum of a one year warranty?

Yes No

If not, please explain.

24. What is your company's policy on customer service issues?

Yes No

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### **VII. 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**

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because many Participants are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award. "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.*

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 the following Formats or similar:**

- Itemized list
- Optional Pricing
- Supplement Price List
- Catalogue Discount
- Service Fee Rate Structure

**Service Costs:**

Each service proposed is to be priced separately with all ineligible items identified. Services may be

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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, 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.

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### VIII. PRICING FORMAT

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

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### **IX. 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.**

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### **X. 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 4<sup>th</sup>, 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

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vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

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

### **References**

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

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### **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.

### **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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### **XI. 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.

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8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the 791 COOPERATIVE member needs and deciding the controlling order is at the sole discretion of 791 COOPERATIVE. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. 791 COOPERATIVE want pricing either in a fixed price or a discount off published or available to 791 COOPERATIVE Member catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
10. **Evaluation** – 791 COOPERATIVE will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH 791 PURCHASING COOPERATIVE 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;

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- d) Reissue a SOLICITATION;
  - e) Consider and accept an alternate proposal as provided herein when most advantageous to 791 COOPERATIVE and its members;
  - f) 791 COOPERATIVE has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
  - g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. 791 COOPERATIVE and its members reserve the right to procure any items or services by other means at the sole discretion of 791 COOPERATIVE or its members.
- 13) Supplemental agreements** - The 791 PURCHASING COOPERATIVE Member entity participating in the 791 PURCHASING COOPERATIVE Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. 791 PURCHASING COOPERATIVE, its agents, 791 PURCHASING COOPERATIVE Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires 791 PURCHASING COOPERATIVE and/or 791 PURCHASING COOPERATIVE Member to sign an additional agreement, those agreements shall comply with the award made by 791 PURCHASING COOPERATIVE to the Vendor. Supplemental Vendor's Agreement documents may not become part of 791 PURCHASING COOPERATIVE's Agreement with vendor unless and until an authorized representative of 791 PURCHASING COOPERATIVE reviews and approves it. 791 PURCHASING COOPERATIVE permits 791 PURCHASING COOPERATIVE Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Agreement.
- 14) Survival Clause** - All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and 791 PURCHASING COOPERATIVE or the 791 PURCHASING COOPERATIVE Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by 791 PURCHASING COOPERATIVE or a 791 PURCHASING COOPERATIVE Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.
- 15) Smoking** - Persons working under Agreement shall adhere to the 791 PURCHASING COOPERATIVE Member's or local smoking statutes, codes or policies.

## Addendum #2

- 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](mailto:admin@791COOP.org)
- Awarded vendor delivers goods/services directly to the participating member.
  - Awarded vendor invoices the participating 791 PURCHASING COOPERATIVE Member directly.
  - Awarded vendor receives payment directly from the participating member.
  - Awarded vendor reports sales monthly to 791 PURCHASING COOPERATIVE (unless prior arrangements have been made with 791 PURCHASING COOPERATIVE for an alternative submission schedule).
- 19) Incorporation of Solicitation** - The 791 Purchasing Cooperative Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

**Addendum #2**

**XII. 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:** \_\_\_\_\_