

## Addendum #2

### PROCUREMENT SOLICITATION DOCUMENT

### REQUEST FOR PROPOSALS (RFP)

### 791 PURCHASING COOPERATIVE

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

AND

Lead Agency:

### REGION 15 EDUCATION SERVICE CENTER

**RFP #2020-07-022 Security Products and Services, Physical Security, Cyber Security, Cameras, Biometrics, and Fire Life Safety Systems (Equipment & Services) Part 1 (non-JOC) Only**

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

Issued: July 29, 2020

Submission Deadline: **August 28, 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 791COOP 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".

## **Addendum #2**

### **I. ABOUT 791COOP (791COOP)**

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

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

### **B. Benefits of 791COOP**

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yield economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all 791COOP Awarded Agreements.

### **C. Customer Service**

- 791COOP staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- 791COOP provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- 791COOP enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

### **D. Purchasing Procedures**

## **Addendum #2**

- 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 791COOP offices where they are reviewed by the 791COOP staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to 791COOP.
- **NOTE: It is always the vendor's responsibility under the 791COOP agreements to report all sales under the agreement to 791COOP.**
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

### **E. Notice of Confidentiality of Proposed Information**

The proposal submitted and all information therein is available to 791COOP members. Also, according to the Texas Public Information Act, any documents or information held by 791COOP "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION CLAIM FORM." INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF REGION 15 EDUCATION SERVICE CENTER AND 791COOP IS GOVERNED BY **TEXAS GOVERNMENT CODE, CHAPTER 552**" The CONFIDENTIAL INFORMATION CLAIM FORM that completed by the proposer designating specified pages as confidential or waives confidentiality of the entire proposal. The information that is requested remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Vendor's response.

## Addendum #2

### II. SUMMARY OF RFP INSTRUCTIONS

**THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT** THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF ESC REGION 15, 791COOP AND 791COOP MEMBER ENTITIES OR FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. BECAUSE MEMBER ENTITIES PIGGYBACKING UPON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR DISCRETION AND TIMING, ANY SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC VOLUME OF PURCHASES IS GUARANTEED BY 791COOP.

Below is summary of the important RFP deadlines and submittal instructions. More detailed information is provided in the following pages of this RFP:

1. Responses are **due ~~Tuesday August 28, 2020~~ by 2:00 pm central time.**
2. Questions regarding this RFP will be accepted until 5:00 pm central time on **August 21, 2020.**
3. Responses are requested to be uploaded into IonWave, an online system used by 791COOP to collect and organize proposals at: (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>). 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. Vendors must review the following sections of the RFP:
  - I. **ABOUT 791COOP (791COOP)** beginning on page 2.
  - II. **SUMMARY OF RFP INSTRUCTIONS** begins on Page 4.
  - III. **GENERAL INFORMATION** Scope of work begins on page 6.
  - IV. **EVALUATION CRITERIA** of the RFP beginning on Page 8.
  - V. **SPECIFICATIONS** of the RFP beginning on Page 10.
  - VI. **PRICING FORMAT** beginning on Page 16
  - VII. **GENERAL INSTRUCTIONS** beginning on Page 21.
  - VIII. **TERMS AND CONDITIONS** begins on Page **26**.
  - IX. **CERTIFICATIONS OF OFFEROR** beginning on Page **30**.

**EXHIBIT A. REFERENCE SHEET:** required to for scoring evaluation and the EXHIBIT is on Page **31**.

**EXHIBIT B. VENDOR PROFILE QUESTIONNAIRE:** required for scoring evaluation and this EXHIBIT begins on Page **32**.

**EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM:** required for negotiating terms and conditions is on Page **36**.

5. All Proposers must download and review the Vendor Agreement from IonWave.

## Addendum #2

- a) If Proposer accepts the terms and conditions as defined in the Vendor Agreement, you should submit a statement on **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, 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 complete the **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Vendor Agreement with their proposal into IonWave.
6. Deviations to any Terms, Conditions and/or Specifications, the Proposer must complete the **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Vendor Agreement with their proposal into IonWave.
  7. Proposer must answer all questions contained in the **EXHIBIT B. VENDOR PROFILE QUESTIONNAIRE** of this RFP and upload to IonWave e-bid system
  8. Proposer must complete all forms and certifications that are provided as a part of this RFP. All certification forms must be downloaded from IonWave. The exception to this is the Forms listed in IonWave as **Required forms Combined Rev1**. This is to be completed upon notification the proposal is being evaluated for possible award.
  9. Proposer must complete all forms identified as mandatory and contained in IonWave.
  10. Electronically sealed proposals are the preferred and most accurate method and are highly encouraged through our online procurement software, IonWave.
  11. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. IonWave permits you to withdraw and resubmit your proposal.
  12. If an addendum is posted, you are required to login to the IonWave 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.
  13. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. 791COOP reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the 791COOP members and to waive any informality in the proposal process.
  14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by 791COOP.
  15. Addenda, if required, will be issued by 791COOP by email to the proposer's designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, IonWave.

### **PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

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

## Addendum #2

### **III. GENERAL INFORMATION**

#### **A. The financing of 791COOP and Lead Agency Region 15 Education Service Center.**

1. **791COOP Vendor Paid Fee:** The total cost of the 791COOP program, is funded through an administration fee of 1 % paid to 791COOP by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the actual invoiced and paid sales to 791COOP members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.
2. 791COOP establishes a fee for each solicitation for proposals that is in the best interest of 791COOP and its members.

#### **B. Additional Information**

1. **Term of Agreement and Renewals:** The Job Order Contract (JOC) agreements have a different statutory requirement for Contract term of years. The initial term of the JOC agreement is restricted to two (2) years. Awarded agreements may be extended for ~~two (2)~~ **three (3)** additional **consecutive ~~two (2)~~ one (1)** year terms. The first ~~two (2)~~ **one (1) annual year** extension is automatic unless either party exercises its right to termination as provided in the Part ~~1 2-JOC~~ Vendor Agreement. The ~~second next~~ **two (2) annual** year term extension may be executed with the agreement of both parties.

**a) This is not a Job Order Contract agreement. However, it is set to coincide with the RCSP #2020-07-024 Building and Facility Trade Construction Services PART 2 due on 08/28/2020 at 2 pm.**

**THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION.** 791COOP reserves the right to solicit additional proposals at any time it is in the best interest of 791COOP and/or its members.

2. **Termination for Cause:** 791COOP or the awarded vendor may terminate an award under this solicitation for cause. Either Party must provide the other Party with 30 days written notice to respond to the notice at the address provided in the response or as otherwise provided. Bankruptcy is cause for terminating this agreement. The Awarded vendor shall provide 791COOP with 90 days written notice in order to protect the interests of the 791COOP members that may be in negotiation.
3. **Vendor Questions:** Questions about this solicitation shall be submitted to [admin@791COOP.org](mailto:admin@791COOP.org) with the following in the subject line: "RFP #2020-07-022 Security Products and Services, Physical Security, Cyber Security, Cameras, Biometrics, and Fire Life Safety Systems (Equipment & Services) Part 1 (non-JOC) contractor question." Questions of a ministerial nature will be answered without an addendum (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by 791COOP will be addressed by properly posted addendum.

**QUESTIONS WILL BE RECEIVED UNTIL August 21, 2020 AT 5:00 PM CDT.**

4. **Pre-Bid Meeting:** **NO Pre-Bid Meeting Scheduled.** A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [admin@791COOP.org](mailto:admin@791COOP.org) by 10 a.m., August 7, 2020. If a Pre-Bid meeting is scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties. If requested, 791COOP reserves the right to determine if a Pre-Bid Meeting is held.

#### **5. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:**

## Addendum #2

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>July 29, 2020</b>
<b>Pre-Proposal Conference</b>	<b>None Scheduled</b>
<b>Inquiry Period Ends</b>	<b><u>August 21, 2020 at 5:00 pm (CDT)</u></b>
<b>Proposal Due Date</b>	<b><u>August 28, 2020 by 2:00pm (CDT)</u></b>
<b>Anticipated Award</b>	<b>September 15, 2020*</b>

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

---

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

---

## Addendum #2

### IV. PROPOSAL SCORING AND EVALUATION

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

791COOP shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. 791COOP reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. 791COOP shall reserve the right to reject any or all proposals or any part of any proposal.

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



## **Addendum #2**

- (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 791COOP member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a **weight of 0 points**.

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

## Addendum #2

### **V. SPECIFICATIONS**

**This solicitation is for Security Systems Products and Services and seeking providers for: Security Systems Products and Services Physical Security, Cyber Security, Cameras, Biometrics, and Safety Systems (materials) (non-JOC)**

This is including but not limited to: **Security Systems Products and Services- Physical Security, Cyber Security, Cameras, Biometrics, and Safety Systems and related equipment and Services or Schools and other 791COOP member government entities that require Security Systems Products and Services.** This can include any type of Security and Public Safety System, Security Hardware and Security Software, etc. This may include training, installation, equipment, Service Contracts (as necessary), Maintenance contracts (as necessary), repairs, certifications, inspections or anything related to the category may also be included.

#### **A. DESCRIPTION**

Contract shall be for Equipment, Software, Labor Costs, and other materials used with Security & Public Safety Systems Products and Services. This may or may not include minor (non-JOC) services, maintenance and equipment. **Contract may be used for installation of products and equipment that do not structurally alter a building or facility structure in accordance with Texas statutes.**

791COOP is soliciting high quality Vendors for with experience installing and maintaining high quality security systems that control access and monitor facilities and otherwise provide security functionality for the Member. Contractor should be able to diagnose what type of Security and Public Safety product is right for the needs of the School District or Local Government.

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

Contractor shall be required to meet Buyer at job site (if necessary) and provide a quotation varying types of Security & Public Safety Systems Products and Services no additional cost. Quotations shall include all necessary labor (non-JOC), supplies, parts, materials, and software to perform the quoted task.

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

#### **B. SCOPE OF WORK**

**Intent:** 791COOP from here forward referred to as the Contracting Entity now desires to invite Vendors to respond to the Request for Proposals.

1. The purpose of this proposal is to add value in cooperative purchasing for the members of The 791COOP. This proposal is for **Security Systems Products and Services Physical Security, Cyber Security, Cameras, Biometrics, and Safety Systems (materials)** for the Cooperative members. The following general outlines are brief overviews of the various systems specified. All systems specified have designed intent with minimal maintenance and long term performance.
2. Proposers are encouraged to submit any other products and/or services they perform on a regular basis. This could include fire alarms or cabling services when connected to the security installation.

## **Addendum #2**

- 3.** This is for non-public works contracts and is for non-construction, as defined by Texas local government code chapter 2269. It is requested for vendors to propose for the Part 2 JOC RCSP Services. This proposal may include basic installation, maintenance, training, or other services related to the following categories including but not limited to:
- a)** Physical Security Training;
  - b)** Security Guards;
  - c)** Cyber Security Solutions;
  - d)** Visitor Management Systems;
  - e)** Threat Analysis products
  - f)** Digital video recording solutions,
  - g)** Storage and management of video data
  - h)** Integrated communications systems;
  - i)** Static Building Cameras;
  - j)** Motion Activated Cameras;
  - k)** Security Cameras;
  - l)** Biometrics Security Readers;
  - m)** Biometrics Security Systems;
  - n)** Fire Life Safety System Alarm Inspections;
  - o)** Cabling services;
  - p)** Card access equipment;
  - q)** Closed-circuit equipment;
  - r)** Storage and management of video data;
  - s)** Alarm intrusion systems;
  - t)** Alarm System Monitoring and Dispatch;
  - u)** Metal Detectors;
  - v)** Fire Alarm systems;
  - w)** Fire Sprinkler Systems;
  - x)** Fire Suppression Systems;
  - y)** Visitor Information system; and
  - z)** Any other security related products or systems.
- 4.** Proposers are encouraged to submit any other products and/or services they perform on a regular basis. This could include fire alarms or cabling services when connected to the security installation.
- 5.** The vendor will invoice the number of labor hours and the mark up on the products purchased. This should be included in the pricing of the submitted proposal. The invoice markup and labor rates that are necessary to perform services not primarily listed.

## Addendum #2

6. Proposals should include all listings of security system products and services, description of parts, and any other related services. DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED SECURITY SYSTEMS products and services. Hourly or other unit pricing for services providing travel, installation, repair, or maintenance may be submitted. Accessories to support the security system products and services should be submitted.
7. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. 791COOP is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, 791COOP also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.
8. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same.

### C. ADDITIONAL SCOPE:

The contract term ~~will be for three (3) year with two (2) one (1) term renewals. Renewal will be based upon the evaluation of each contractor prior to the ending initial contract.~~ The initial term of the agreement is restricted to two (2) years. Awarded agreements may be extended for two (2) additional consecutive two (2)-year terms. The first two (2) year extension is automatic unless either party exercises its right to termination as provided in the Part 2 JOC Vendor Agreement. The second two-year term extension may be executed with the agreement of both parties. 791COOP reserves the right to award this contract in a manner that it believes best meets the needs of its members and participating agencies. It may be awarded to one contractor or multiple contractors or it may reject all bids as it deems appropriate.

1. **Interested Vendors** shall submit an RFP responding to portions of the RFP that it can qualify and perform the work and desires to perform the work. Identify each response with the appropriate letter/numerical designation and respond to all items in the order given. Do not provide company brochures or other types of marketing materials in response to any item, except where requested.
  - a) Cover sheet, indicating the name of your company and the project title.
  - b) Organization information, describe you company's professional focus and the complete range of services being offered for the project. Furthermore, each Vendor must provide a list of any subcontractors who will be utilized to meet the terms of the proposal. All Vendors must review and comply with each Contracting Entity's ethics code.
  - c) Submit a statement why your company is best qualified for this project.
2. Project Approach:
  - a) Provide a milestone project schedule for the selection of approaches, design, construction and implementation.
  - b) Describe the extent of the Contracting Entity's staff involvement in the project, including key decision points at each stage.

### D. ADDITIONAL SERVICES:

## **Addendum #2**

Bidder should list in (preferably) an excel spreadsheet or other attachment of all related supplies, equipment, services, software, installation, repair, maintenance, and hourly or other unit priced fees according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered. The Contractor's proposal should list offerings to be considered as part of the category of FACILITY TRADE SERVICES AND SUPPLIES (MATERIALS) that can be provided by the vendor. Servicing of FACILITY TRADE SERVICES AND SUPPLIES (MATERIALS) or any related service to support FACILITY TRADE SERVICES AND SUPPLIES (MATERIALS) may be included in this proposal.

### **1. BACKGROUND**

The Local Participating Entity using this contract may utilize this contract for Single Trade Facility Maintenance Services and Supplies (Materials) including other NON-Construction Services. Single Trade Facility Maintenance Services and Supplies (Materials) includes having a private company take over 100% responsibility for the trade contracted for, regardless of who the manufacturer is and regardless of who repaired, restored or replaced it in the past.

The supplier must furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the scope of work/specifications incorporated in this contract.

### **2. OVERVIEW**

The program involves the monitoring of intersections specified by the Local Government Entity. The Local Government Entity will determine the number of intersections in need of monitoring. The Local Government Entity will expect the chosen company to phase in a fully operational program within 90 days of issuing a Notice to Proceed. The Contracting Entity will have the right, in its sole discretion, to add, delete or revise the contracted services to meet its changing needs.

### **3. Bidder's Company and Product Information**

- a) Responses shall be clearly labeled with the item number.
  - b) Proper evaluation of bidders requires information about the bidding company and their products.
  - c) Public Companies must provide their most recent yearly report to stockholders.
  - d) Private Companies must answer the questions below.
  - e) Provide a brief history of your company that includes the type of business and its philosophy of doing business. If the bidder has recently purchased an established business, or has proof of prior success in this business, or a closely related business, please provide written verification.
  - f) Indicate the location of the headquarters of the company. List any branch offices in the state of any 791COOP participating Entity. Provide the name, title, qualifications and experience of the employee, that will coordinate the work and be the general contact for this contract.
  - g) For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures").
4. Gaps sometimes exist between management (those who respond to RFP's) and sales staff (those who contact the public educational institutions) that result in problems. Please provide the Names your key sales people, phone numbers and states for which they are responsible.

5. Manufacturers that will not be installing products for this solicitation, must name one or more dealers

## Addendum #2

or subcontractors certified and trained to install their products. The prime contractor must identify how their dealers/subcontractors are certified. Provide the name of the dealer/subcontractor, business name, address, telephone (voice and fax), and the state contractor's license number, if any.

6. Costs for inspection must be separated from construction costs, but may be included as a line item in this contract. Manufacturer must offer to refund (or credit) all or a percentage of the inspection costs if the agency member issues a contract for installation within a 12-month period.
7. Vendor must agree that all projects and repairs will be 100% asbestos free, have UL labels and be warranted by the prime contractor for a fifteen-year or more period
8. Vendor may offer extended warranties available at extra cost for agency members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, no cost training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged prior to installation as part of the purchase contract. (Describe the no cost training to be offered in the solicitation.)
9. To monitor and guarantee the quality of the work being performed by subcontractors, the Vendor/prime contractor must have inspectors examine each project from start to finish. Describe in writing how you will meet this requirement and provide the names and a qualifications brief of each inspector.

### **E. REQUESTED REQUIREMENTS**

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

## **Addendum #2**

provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

8. **Indemnity:** The Vendor shall protect, indemnify, and hold harmless 791COOP and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract
9. **State of Texas Franchise Tax:** By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
10. **New Technology and Products:** New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791COOP may reject any additions, without cause
11. Vendor will notify 791COOP of any changes in ownership and the vendor will notify any entity requesting this information. Vendor may request 791COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
12. Vendor will notify 791COOP of any financial changes including changes in debt ratings. Vendor will notify 791COOP of any "supplier" putting credit holds upon the vendor and why such hold is in place. Vendor may request 791COOP sign a non-disclosure agreement regarding this matter.
13. Vendor agrees that upon request by 791COOP that it will promptly update contact information of references

Taking deviations will not automatically result in a vendor not being awarded a contract. It is another a part of the evaluation criteria.

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

## Addendum #2

### VI. PRICING FORMAT

The 791COOP (791COOP) Lead Agency – Region 15 Education Service Center and/or price lists must accompany the proposal if a discount off catalog is proposed. 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. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. 791COOP is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, 791COOP also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories. Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area. Vendors should submit all items and goods related to supplying security system products and services. Bidder should submit all applicable services for all types of security system products and services.

#### **A. Pricing for Line Items or Catalog**

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

1. is regularly maintained by the manufacturer or vendor of an item; and
2. is either published or otherwise available for inspection by a customer during the purchase process;



## Addendum #2

3. to which the minimum discount proposed by the proposing vendor maybe applied.

### **B. Pricing Options**

**It is up to the Vendor to determine what to propose and how to price it. However, it should be noted that the pricing must be transparent for review for 791COOP members, 791COOP and Region 15 ESC to ensure prices charged are at or below what the vendor submits.**

1. **Adding New or Replacement Goods Items:** During the Life of the Agreement it is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item.
2. **Markup on cost:** It is NOT recommended proposers use the Markup pricing method because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.
3. **If you choose to use the markup pricing method:** When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.
4. **NEW ITEMS:** 791COOP will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section 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.)
5. **REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS:** When proposing a Line Item pricing model - 791COOP will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.
6. **Discount off catalog:** 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.
7. **Shipping cost:** Pricing presented for goods offered should not include shipping costs from dealer to Member customer. IF shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example: if you sell a vehicle and it includes delivery but the sale of vehicle parts does not, then be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through by the Vendor at actual cost to the 791COOP Member.
8. 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

## Addendum #2

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.

9. As discussed at the beginning of this sub-section, 791COOP leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable. This includes a multitude of various security system products and related services. Vendors may submit for one specific trade or multiple trades. Vendor may submit for the trades listed in this RFP or other related trades not listed. Response submittals will be evaluated by 791COOP.
10. A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category should be included. 791COOP reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.
11. Bidder should list all related services, installation, repair, maintenance, travel, lodging, per diem, and hourly fees or other defined and specified unit cost according to category offered on this contract. *For installations that are considered a Public Work/ Construction by 791COOP member entities, the work can be provided by responding to: **RCSP #2020-07-024 Building and Facility Trade Construction Services JOC Part 2, advertised and posted on: <https://791coop.ionwave.net/CurrentSourcingEvents.aspx>***
12. No inappropriate offerings will be considered.
13. The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by 791COOP participating members.
14. If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information.
15. 791COOP offers many of its Contracts nationally. As such, **we recognize that labor rates are not uniform in every locale. The Vendor may propose different rates for different areas if necessary. The Vendor may base the labor rates on any method. Should the Vendor desire to have the ability to change the rates there are a variety of acceptable methods.**

Propose a percentage increase annually for each year of the agreement (**Using the example 3%**):  
**For Illustration Purposes Only.**

- Base the percentage increases on the Consumers Price Index for inflation (Vendor must reference the website where this can be found. Must be updated if the web address changes) and adjust the rates annually.
- Base the percentage increases on the Producers Price Index (Vendor must reference the website where this can be found).
- Base it upon stated Union rates and include future agreed upon Union rates. (Vendor must the union age rates in the proposal)

## Addendum #2

- Base the percentage increases on the **U.S. Bureau of Labor Statistics** (<https://www.bls.gov/oes/current/oesrcma.htm> )
  - Base it upon “Prevailing wages” with justification to be adjusted annually.
16. Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.
  17. **A zero discount off catalog proposal is permitted, but** 791COOP encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to 791COOP members.
  18. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer’s price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same.
  19. The 791COOP (791COOP) Lead Agency – Region 15 Education Service Center and/or price lists must accompany the proposal if a discount off catalog is proposed. 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. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors.
  20. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. 791COOP is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, 791COOP also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.
  21. Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories. Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area. Vendors should submit all items and goods related to supplying security system products and services. Bidder should submit all applicable services for all types of security system products and services.
  22. Proposal should list offerings to be considered as part of the category of security system products and services that can be provided by the Vendor. Servicing of security systems or any related service to support security system products and services may be included in this proposal.
  23. A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category should be included with the not to exceed pricing . 791COOP reserves the sole right to determine whether proposed goods or services are logically related to this general category.
  24. **Value Added Pricing:** 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.

## **Addendum #2**

- 25. Additional Services:** Bidder should list in an excel spreadsheet for all related services, installation, travel, and hourly fee or another defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

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

## Addendum #2

### VII. GENERAL INSTRUCTIONS

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

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

#### **PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

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

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

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

## **Addendum #2**

the Entity's current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

8. Indemnity: The Vendor shall protect, indemnify, and hold harmless 791COOP and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract
9. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
10. The Vendor shall comply with Insurance requirements and submit copies of their insurance certificate to 791COOP and any member using the vendor's award
11. New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791COOP may reject any additions, without cause
12. Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor's facility for shipping F.O.B.
13. The Vendor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.
14. The Vendor agrees to honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of catalogues.
15. The Vendor agrees it may revise catalogs no more than 2 times a year.
16. The Vendor may request price adjustments quarterly based upon the CPI. However, 791COOP deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
17. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
18. Vendor will notify 791COOP of any changes in ownership and the vendor will notify any entity requesting this information.
19. Vendor may request 791COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
20. Publicly held Company (Vendor) shall provide most recent SEC Financial filing.
21. Private held Company (Vendor) shall provide access to review its Financial Statement

## Addendum #2

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

~~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 791COOP, the proposer must note the deviations in the vendor response submittal.~~

## Addendum #2

- 30. CERTIFICATIONS OF OFFEROR:** This is part of the RCSP and must be completed, signed, scanned and uploaded to the “Response Attachments” with the proposal. The EXHIBITS must also be completed, signed and uploaded with the copy of the RCSP. If proposer has deviations to these documents, the vendor must identify them under **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with 791COOP. The CERTIFICATIONS OF OFFEROR signature page must be submitted signed. The acceptance of any negotiated terms will be added to the CERTIFICATIONS OF OFFEROR.
- 31. 791COOP Vendor Agreement:** This agreement may be found on this RCSP Attachments section on lonwave. If proposer has deviations to these documents, the vendor must identify them under a copy of **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with 791COOP. Leave the 791COOP Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised 791COOP Vendor Agreement.
- 32. Warranty (If applicable):** Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.
- 33. Protest Procedure:** If a contractor/proposer (contractor) desires to protest a process or decision by 791COOP, the contractor must follow the process used by Region 15 ESC.

### **B. LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS**

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

### **C. INSURANCE REQUIREMENTS**

- 1. Contractor’s Commercial General Liability Insurance—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Contractor’s operations under the Contract Documents, whether such operations be by himself or anyone directly or indirectly employed by him or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.**
- 2. Contractor’s Automobile Liability Insurance—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor’s**



## Addendum #2

operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by him or for whose acts any of them may be legally liable.

3. Contractor's Workers' Compensation and Employer's Liability Coverage—The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with Texas laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, he shall comply with the applicable requirements and laws of Texas. Region 15 ESC, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect him and the University against any claims resulting from injuries to and death of workers engaged in work under this contract.

4. Coverage limits—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:
  - a. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by Texas Claims Act or a Combined Single Limit coverage of \$1,000,000.
  - b. Contractor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Texas or \$1,000,000.
  - c. Umbrella Liability Insurance: Liability on a following form basis with a limit \$1,000,000 per occurrence in excess of all primary limits.
5. All proposals shall include a valid Certificate of Liability Insurance showing REGION 15 ESC, 791 Purchasing Cooperative and individual 791 Purchasing Cooperative members (if requested) as a certificate holder.
6. To protect the REGION 15 ESC, 791 Purchasing Cooperative, 791 Purchasing Cooperative Members and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the REGION 15 ESC's and 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

## Addendum #2

### VIII. Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and 791COOP reserves the right to multi award or not award. 791COOP 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 791COOP 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 791COOP.
6. **Equal Pricing** – Pricing proposed shall be provided to any 791COOP 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 791COOP 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 791COOP members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities:** Because 791COOP cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, 791COOP 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 791COOP member needs and deciding the controlling order is at the sole discretion of 791COOP. 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. 791COOP want pricing either in a fixed price or a discount off published or available to 791COOP 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** – 791COOP will evaluate the best value by rating the proposals submitted by the vendors.

## **Addendum #2**

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 791COOP 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 791COOP 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 791COOP.
- 12. RESERVATION OF RIGHTS - 791COOP** 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 791COOP and its members;
  - f) 791COOP 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. 791COOP and its members reserve the right to procure any items or services by other means at the sole discretion of 791COOP or its members.
- 13) Supplemental agreements** - The 791COOP Member entity participating in the 791COOP 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. 791COOP, its agents, 791COOP 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 791COOP and/or 791COOP Member to

## Addendum #2

sign an additional agreement, those agreements shall comply with the award made by 791COOP to the Vendor. Supplemental Vendor's Agreement documents may not become part of 791COOP's Agreement with vendor unless and until an authorized representative of 791COOP reviews and approves it. 791COOP permits 791COOP Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791COOP Agreement.

- 14) **Survival Clause** - All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and 791COOP or the 791COOP 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 791COOP or a 791COOP 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 791COOP 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. 791COOP 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) **791COOP Member Purchasing Procedures** - Purchase orders or their equal are issued by participating 791COOP Member to the awarded vendor and should indicate on the order that the purchase is per the applicable 791COOP Agreement number. Orders are typically emailed to 791COOP at [admin@791COOP.org](mailto:admin@791COOP.org)
  - Awarded vendor delivers goods/services directly to the participating member.
  - Awarded vendor invoices the participating 791COOP Member directly.
  - Awarded vendor receives payment directly from the participating member.
  - Awarded vendor reports sales monthly to 791COOP (unless prior arrangements have been made with 791COOP for an alternative submission schedule).
- 19) **Incorporation of Solicitation** - The 791COOP Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.
- 20) **State of Texas Franchise Tax**: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## Addendum #2

- 21) Funding out clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
- 22) New Technology and Products:** New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791COOP may reject any additions, without cause
- 23) Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

**[CERTIFICATIONS OF OFFER AND SIGNATURE IMMEDIATELY FOLLOWING ON NEXT PAGE]**

## Addendum #2

### **IX. 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 791COOP. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

**Name of Organization/Contractor(s):** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**(Required)**

**Name of Authorized Representative:** \_\_\_\_\_

**Title of Authorized Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Addendum #2**

**EXHIBIT A**  
**REFERENCE SHEET**

Entity Name	City and State	Contact Person	VALID EMAIL IS REQUIRED	Phone

Name of Organization/Contractor(s): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**(Required)**

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

# Addendum #2

## EXHIBIT B

### VENDOR PROFILE QUESTIONNAIRE

Required for Evaluation of Proposals, Failure to complete may result in your firm's response to be Non-Responsive.

Provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services. Additionally, provide a Cover Letter, a summary of response to this proposal request, of

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

- Vendor certifies that his firm is a M/WBE **Yes No**
- Please include any copies of SBA, HUB, MWBE, Veteran or any other certification.

**2. Certification of Residency** (Required by the State of Texas)

- Company submitting bid is a resident bidder. **Yes No**
- Vendor's principal place of business is in the city of \_\_\_\_\_ State of \_\_\_\_\_

**3. Felony Conviction Notice** (Required by the State of Texas)

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony: (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.)

**4. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing. **Yes No**

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

- Additional discounts for purchase of a guaranteed quantity? **Yes No**

**5. Processing Information**

- Company billing address where the invoice for the participation fee will be sent by 791COOP:

Contact Person & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

- Contact person responsible for processing and confirming all purchase orders (PO's) sent by 791COOP:

Contact Person & Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**6. Provide a Cover Letter for Response to this RCSP.**

**7. Provide a brief history of your company, including the year it was established.**

**8. Provide company's official registered name.**



## **Addendum #2**

9. Provide your company's corporate organizational chart.
10. List number of sales and service offices in Texas, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.
11. List number of employees at each site with breakdown of direct sales, sales support, service technicians, engineering support and administration.
12. Provide your company's Dun & Bradstreet (D&B) number.
13. Provide your income statement, balance sheet and cash flow for the past three (3) years.
14. Please define your standard terms of payment.
15. Provide a description of your company's relevant market and your position within it.
16. Describe the scope of sales/field support your company would make available to government entities.
17. Describe the scope of training opportunities your company would make available to government entities as needed.
18. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc. ) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
19. Describe how your company handles after-hours customer service needs.
20. Indicate your response time to emergency service calls.
21. Describe your 24/7 service compliance.
22. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
23. Please describe the quality program(s) within your company and the program which measures your service work.
24. List your company's standard scope of work performed for preventative maintenance visits.
25. ~~List the dollar volume your company completes in HVAC maintenance annually.~~
26. Describe your call center organization.
27. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

## Addendum #2

28. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
29. Describe your expectations of your subcontractors and /or service centers when completing a repair. How does your company verify these expectations are being met?
30. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
- ~~31. Describe how your company tracks completion of repairs construction projects.~~
32. Describe how your company manages services calls on a not to exceed amount. Is your company willing to accept a not to exceed amount specified by the government entity or does your company operate with a minimum amount not to exceed; if so, what is that amount?
33. Describe your process for trouble shooting a problem. How does repair get escalated for service?
- ~~34. List the total dollar volume your company completes in Government Construction annually.~~
35. List the other related functions your company can provide.
- ~~36. Describe what project scheduling tools your company use to track projects during construction~~
37. Describe how your company handles site development and project permitting process.
- ~~38. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.~~
- ~~39. Describe your company's construction management plan.~~
40. Describe your company's safety program during construction.
41. Provide your company's administrative support resources
42. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
43. What support documents does your company provide to the government entity after Project is completed (typically for larger Projects)?
44. Describe what technical resources your company will provide to support the government entities' projects.
45. Indicate if your company will accept all forms of Purchase Orders.

## Addendum #2

46. What credit requirements are needed by the government entity in order for your company to accept a purchase order? Please be advised that Texas Agencies are governed by the Texas Prompt payment Act.
47. Identify the process of receiving a purchase order to the ordering of equipment.
48. Identify the process of receiving a purchase order and any billing (including progress payments).
49. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
50. Describe how your company will invoice the government entity. Include a process map.
51. Is your company able to send quotes in electronic format via email including specific information.
52. Discuss the invoicing options your company offers and the payment terms for each.
53. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?
- ~~54. Is your company willing to accept a cut off of invoices not submitted within a 90 day period or 120 day period?~~

Name of Organization/Contractor(s): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**(Required)**

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

# Addendum #2

## EXHIBIT C.

### EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM

Company Name \_\_\_\_\_

**Note:** This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed or signed electronically in accordance with its Policy.

Any exceptions to the Terms, Conditions, Specifications or Bid Forms contained herein shall be noted in writing and included with the bid submittal. If none are noted, please write N/A in the chart below and sign it.

Page Number	Paragraph #	Term, Condition or Specification	Exception

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Organization/Contractor(s): \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_  
**(Required)**  
Name of Authorized Representative: \_\_\_\_\_  
Title of Authorized Representative: \_\_\_\_\_  
Date: \_\_\_\_\_