

**NOTICE: This is a two-part solicitation.**

Due to changes in the procurement statutes in recent years and various interpretations of its requirements for installation of fixtures in public buildings or some projects being considered construction public works, 791COOP has determined that going to a two-part process will best meet the legal needs of all of our participants.

**791COOP Participants sometimes consider the installation services of the goods supplied under this contract as public work/construction, since they may be considered fixtures or construction.**

**Proposing vendor may respond to part one or part 2 or to both parts. If you provide trade or construction services, you should respond to Part 2 for the contract to be effective and usable by 791COOP participants.**

**Failure to respond to part 2 WILL NOT affect your award chances on Part 1.**

**It is acceptable to propose only Part 1, but it may limit your sales opportunities for sales of goods and delivery/installation services. It is highly recommended that you respond to both parts to take advantage of all opportunities. If you need help with proposing the RS Means pricing model, you may contact us for assistance.**

If you need help or an explanation of the **RS Means** unit price book, 791COOP has staff that can provide some guidance, but the understanding of the unit price book method is the responsibility of the proposer. The Center for Job Order Contracting of Excellence (CJE) has training programs for Unit Price Books and can be found at: <https://jocexcellence.org/>

- **Part 1** of the two-part solicitation is the goods and non-construction services section that must be procured according to *Texas Government Code §252* and the solicitation description is a Request for Proposals. Only services that are considered non-construction are permitted under Part 1. Example: depending on the judgment of the 791COOP Participant entity, this may include the installation of the Sports Facility Lighting.
- **Part 2** of the two-part solicitation is the installation section for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under *Texas Government Code §2269*; Job Order Contracts. How the installation is classified is dependent on the judgment of the 791COOP participant and the work involved in the specific scope of the project.

**Example:** if the participant is purchasing a modular building and there must be engineered footings, sidewalks, awnings and walkway covers, plumbing or electrical service installed at the site for the building, they may be required by statute to engage an independent engineer and the project may be considered construction or public works project that requires procurement according to Texas Government Code 2269.

**ALL OF THESE TYPES OF WORK PROJECTS ARE INCLUDED IN THE RS MEANS UNIT PRICE BOOK AND OTHER UNIT PRICE BOOKS. FAILURE TO PROVIDE THE EXHIBIT A. JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.**

- Part 2 - Installation and Construction on Site Considered a Public Work - Job Order Contract (JOC)
- Part 2 is a Request for Competitive Sealed Proposals as permitted by Texas Government Code §2269

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**PROCUREMENT SOLICITATION DOCUMENT**

**RFP #791\_2022\_07\_001 Job Order Contracting / IDIQ / Best Value  
Unit-Price -Part 2**

**791 Purchasing Cooperative**

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

**and**

**Lead Agency: Central Texas Council of Governments (CTCOG)**

**Issued: March 30, 2021**

**Submission Deadline: August 19, 2022 1 pm CDT.**

**Central Texas Council of Governments**

**ATTN: 791COOP**

**2180 North Main Street,**

**Belton, TX 76513**

**Questions: [Admin@791Coop.org](mailto:Admin@791Coop.org) or 737.808.0791**

**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 IonWave Website at: <https://791coop.ionwave.net/CurrentSourcingEvents.aspx> or 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.**

**Part 2** of the two-part solicitation is the installation section for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under *Texas Government Code §2269*; Job Order Contracts. How the installation is classified is dependent on the judgment of the 791COOP Participant entity and the work involved in the specific scope of the project.

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed 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 Local Government Code Section 252, 262, 271*" and "*Texas Government Code 2269.*" This Solicitation **is not** a Request for Proposals as permitted in the *Texas Local Government Code Section 252, 262, 271* but **RFP #791\_2022\_07\_001 Job Order Contracting / IDIQ / Best Value Unit-Price -Part 2** is.

**FAILURE TO PROVIDE THE EXHIBIT A. JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.**

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

**A.** It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating participant entities in this particular commodity category. These awarded agreements will enable participant entities to purchase on an “as needed” basis from competitively awarded agreements with high-performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties, and educational entities. 791 Purchasing Cooperative provides compliant and competitive contracts for participants’ use.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless the 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 participants and other new participants as they execute 791COOP participants 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 to 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 the competitive procurement process for all 791COOP Awarded Agreements.

### **C. Customer Service**

- 791COOP staff is available to participants 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**

- Agreements are established through free, full, and open competition as described by the laws of the

State of Texas and are available for piggyback 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 participant agency and then invoice the participating participant agency. The Vendor receives payment directly from the participating participant agency.

#### **E. Partnerships with 791 Purchasing Cooperative**

- The Texas Conference of Urban Counties represents 34 Counties and 79% of the Texas Population or about 23 million residents.**
- The Texas Association of Community Schools, representing over 570 public school districts in Texas. A community school is defined as a school district having 12,000 ADA and below. That means that our participants comprise the small, mid-sized, and rural school districts in Texas.**
- The State of Texas Region 15 Education Service Center is a Lead Agency with 791COOP, and Region 15 represents 43 Public School Districts in their service area.**
- The Central Texas Council of Government is a Lead Agency with 791COOP and CTCOG representing over 40 local governments and a population of approximately 523,000 residents.**
- 791COOP may add additional partnerships to this program.**
- It is estimated that contracts awarded under this RFP will total over \$25-100 million annually with competitive pricing proposed.**

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

The proposal submitted and all information therein is available to 791COOP participants. 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 CENTRAL TEXAS COUNCIL OF GOVERNMENTS (CTCOG) AND 791COOP IS GOVERNED BY **TEXAS GOVERNMENT CODE, CHAPTER 252** 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 to remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Vendor's response.

## **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 CTCOG, 791COOP AND 791COOP PARTICIPANT ENTITIES OR FUTURE PARTICIPANTS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. BECAUSE PARTICIPANT ENTITIES PIGGYBACKING UPON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR DISCRETION AND TIMING, AND 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 a 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 August 19, 2022, 1 pm CDT-by 1:00 pm central time.**
- 2. Questions regarding this RFP will be accepted until 5:00 pm central time on August 12, 2022.**
3. Responses are requested to be uploaded into ION Wave, 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:

**Central Texas Council of Governments  
ATTN: 791COOP  
2180 North Main Street  
Belton, TX 76513**

**Or Mail  
P.O. Box 729  
Belton, TX 76513-0729**

4. Vendors must review the following sections of the RFP:

- I. **ABOUT 791 PURCHASING COOPERATIVE (791COOP)**
- II. **SUMMARY OF RFP INSTRUCTIONS**
- III. **GENERAL INFORMATION** Scope of work
- IV. **EVALUATION CRITERIA** of the RFP
- V. **JOB ORDER CONTRACTING DEFINITIONS**
- VI. **PRICING FORMAT**
- VII. **DESCRIPTION and SPECIFICATIONS**
- VIII. **GENERAL INSTRUCTIONS**
- IX. **TERMS AND CONDITIONS**
- X. **CERTIFICATIONS OF OFFEROR**

**EXHIBIT A. JOC PRICING SHEET** – required for evaluation

**EXHIBIT B. REFERENCE SHEET** – required to for scoring evaluation

**EXHIBIT C. VENDOR PROFILE QUESTIONNAIRE** – required for scoring evaluation

**EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** – required for negotiating terms and conditions

6. All Proposers must download and review the Vendor Agreement from ION Wave.
  - a. If Proposer accepts the terms and conditions as defined in the Vendor Agreement, you should submit a statement on **EXHIBIT D. 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, the Proposer must complete the **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Vendor Agreement with their proposal into ION Wave.
7. Deviations to any Terms, Conditions, and/or Specifications, the Proposer must complete the **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Vendor Agreement with their proposal into ION Wave.
8. Proposer must answer all questions contained in the **EXHIBIT C. VENDOR PROFILE QUESTIONNAIRE** of this RFP and upload to the ION Wave e-bid system
9. Proposer must complete all forms and certifications that are provided as a part of this RFP. All certification forms must be downloaded from ION Wave. 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 a possible award.
10. Proposer must complete all forms identified as mandatory and contained in ION Wave.
11. Electronically sealed proposals are the preferred and most accurate method and are highly encouraged through our online procurement software, ION Wave.
12. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
13. If an addendum is posted, you are required to log in to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.
14. 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 participants and to waive any informality in the proposal process.
15. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by 791COOP.
16. 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, ION Wave.

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

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

### **III. GENERAL INFORMATION**

**A. The financing of 791COOP and Lead Agency Central Texas Council of Governments.**

1. **791COOP Vendor Paid Fee:** The total cost of the 791COOP program, is funded through an administration **fee of 2.0%** 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 participants. Fees are not assessed to vendors for shipping costs, required bond costs, or any taxes that may be applicable.
2. 791COOP establishes a fee for each solicitation for proposals that are in the best interest of 791COOP and its participants.

**B. Additional Information**

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

**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 participants.

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 participants 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 #791\_2022\_07\_001 Job Order Contracting / IDIQ / Best Value Unit-Price-Part 2 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 12, 2022, AT 5:00 PM Local Time.**

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., April 7, 2021. 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 or not held.

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

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>July 22, 2022</b>
<b>Pre-Proposal Conference</b>	<b>None Scheduled</b>
<b>Inquiry Period Ends</b>	<b><u>August 12, 2022, AT 5:00 PM (CDT)</u></b>
<b>Proposal Due Date</b>	<b><u>August 19, 2022 at 1:00 PM (CDT)</u></b>
<b>Anticipated Award</b>	<b>August 26, 2022, *</b>

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

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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.

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## IV. EVALUATION CRITERIA (for JOC Part 2)

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the CTCOG Executive Board/Committee. Awards will be granted or denied at the monthly stated meeting of the CTCOG Executive Board/Committee. 791COOP will base a recommendation for award on factors permitted by the *Texas Government Code section 2269*. 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 permitted for consideration by *Texas Government Code section 2269.055*.

1. **Offeror's Price: 35 points maximum weight.** Prices quoted as related to the information within the solicitation as a coefficient of the R. S. Means price book, and, if requested or proposed, any other line-item pricing. Any Regular Hours Multiplier **Coefficient proposed on the JOC PRICING SHEET greater than 1.5 will receive no points.** A proposal with a **Coefficient of less than 1, will receive maximum points.** Offerors shall provide an example of a "sample price" for a project using the selected coefficient(s) and Unit price Book on **EXHIBIT A. JOC PRICING SHEET** with backup information to support the arrived upon project price. This shall also be used to determine to score for pricing. **Pricing has the largest weight for the evaluation criteria.**
2. **Offeror's experience: 25 points maximum weight.** Scoring may be based on references, the information provided in the response or staff knowledge, number of years experience in state and local government Construction, number of years experience with state or local government JOC programs or any other information available to 791COOP evaluators. Vendor must supply documentation that they have been in business for at least five (5) years and preferably ten (10) years.
3. **Offeror's reputation: 25 points maximum weight.** Scoring may be based on references, the information provided in the response or 791COOP staff knowledge, or any other information available to 791COOP evaluators. Vendors are required to provide five (5) References (preferably Government) that the vendor has completed projects for over the past 10 years. References are to include the government entity with City and State; Contact Name; Contact Email Address, Contact Phone number; Dollar Volume of Projects completed (see **EXHIBIT B. REFERENCE FORM** at the end of this RFP).
4. **Offeror's financial capability: 15 points maximum weight.** Scoring may be based on bonding capacity as provided by the proposer in the form of letters from the proposer's bonding surety(ies). Bonding capacity greater than \$2 million will receive maximum points. Bonding capacity less than \$25,000 will receive no points. Bonding capacity between \$25,000 and \$2 million will receive a point total between 0 and 15. Offerors shall provide documentation from a surety licensed to do business in Texas demonstrating their Bonding Capacity. Alternately, Offerors may submit a Financial Statement for evaluation of their financial capability.

To ensure confidentiality, please include with the signed CONFIDENTIAL INFORMATION CLAIM FORM with the Attachments on the IONWAVE online bidding site where this RFP is posted for download (*The Texas Attorney General or the Courts will determine if it is confidential*).

**PROPOSERS FALLING BELOW A 75-POINT THRESHOLD ON THE PART 2 EVALUATION SECTION WILL NOT BE CONSIDERED FOR AN AWARD.**

## **V. JOB ORDER CONTRACTING DEFINITIONS**

### **A. Specific Definitions**

1. **CITY COST INDEX:** Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.
2. **COEFFICIENT:** The contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line-item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent 791COOP management fee, final site cleanup, and all contingencies.
3. **JOB ORDER:** A line-item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement by the 791COOP participant becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.
4. **JOB ORDER CONTRACTING (JOC):** The variable term indefinite delivery, indefinite quantity contract for construction services on an on-call basis through negotiated line-item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contract priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services. <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2269.htm>
5. **JOB ORDER PROPOSAL:** The response from the contractor to the 791COOP Participant from the clients request for a specific project. It will contain the line-item estimate for the project as defined in the UPB and include a written scope of work for services to be performed
6. **NON-PRE-PRICEDCED ITEMS:** Those items that cannot be found or reasonably compared to listed line items in the UPB.
7. **PURCHASE ORDER:** The 791COOP participant's approval provides the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the contractor and 791COOP participants will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.
8. **PREMIUM HOURS:** Defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the 791COOP participants for each delivery order and noted in the delivery order proposal as a line item during negotiations.
9. **REGULAR HOURS:** Defined as those hours between the hours of 6 AM and 6 PM, local time to the location of the project, Monday thru Friday and not occurring on a listed holiday below in section entitled "Proposal Instructions" #3. These hours include any lunch or other meal period for workers. All time, whether regular or premium hours, are subject to all labor regulations, including overtime as required by law.

## **B. SITE REQUIREMENTS (WHEN APPLICABLE TO SERVICE OR JOB)**

1. **Cleanup:** Awarded contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 791COOP Participant. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
2. **Preparation:** Awarded contractor shall not begin a project for which 791COOP Participant has not prepared the site, unless awarded contractor does the preparation work at no cost, or until 791COOP Participant includes the cost of site preparation in a purchase order.
3. **Site preparation** includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
4. **Registered sex offender restrictions:** For work to be performed at schools, awarded contractor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Awarded contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the 791COOP **Participant's discretion**.
5. **Awarded contractors** must identify any additional costs associated with compliance with this term. If no costs are specified, compliance with this term will be provided at no additional charge.
6. **Safety measures:** Awarded contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for the protection of workers and the public. Awarded contractor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, the general public, and existing structures from injury or damage.
7. **Right to Work:** Pursuant to any award under this RFP, 791COOP, per Texas Gov't Code §2269.054:
  - a) may not consider whether a person is a participant of or has another relationship with any organization; and
  - b) shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's participants or another relationship status with respect to an organization.
8. **Smoking:** Persons working under the contract shall adhere to local smoking policies of the 791COOP participant. Smoking will only be permitted in posted areas or off premises.
9. **Services:** When applicable and depending on the laws of the 791COOP participant's jurisdiction, performance and payment bonds will be required on construction or labor-required jobs and the awarded contractor will meet the 791COOP participant's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000, and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to 791COOP. The actual cost of the bond will be a pass through to the 791COOP participant and added to the purchase order/contract.
10. **ENGINEERING AND ARCHITECTURAL SERVICES:** IT IS NOT PERMITTED IN TEXAS AND SOME OTHER JURISDICTIONS FOR ENGINEERING AND ARCHITECTURAL SERVICES (A&E) TO BE PROCURED OR PROVIDED THROUGH AN INTERLOCAL COOPERATIVE CONTRACT SUCH AS THIS ONE. THE 791COOP

PARTICIPANT, IF REQUIRED BY LAW, MUST ENGAGE INDEPENDENT A&E PROVIDERS ACCORDING TO THE STATUTORY REQUIREMENTS OF THEIR JURISDICTION TO PROVIDE, BUT NOT LIMITED TO, ANY ONE OR MORE OF THE FOLLOWING: PLANS, DRAWINGS, SPECIFICATION, APPROVAL, REVIEW, SUPERVISION, ETC.

- 11. Scope of Services:** The specific scope of work for each job shall be determined in advance and in writing between 791COOP Participants and Awarded contractor. It is okay if the 791COOP participant provides a general scope, but the awarded contractor should provide a written scope of work to the 791COOP participant as part of the proposal. Once the scope of the job is agreed to, the 791COOP participant will issue a PO with the estimate referenced as an attachment along with the bond and any other special provisions agreed to for the 791COOP participant. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base 791COOP contract.
- 12. Project Delivery Order Procedures:** The 791COOP participant having approved and signed an interlocal agreement or another 791COOP participant document, may make a request of the awarded contractor under this contract when the 791COOP participant has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded contractor shall make contact with the 791COOP participant as soon as possible but must make contact with the 791COOP participant within two working days.
- 13. Scheduling of Projects:** Scheduling of projects (if applicable) will be accomplished when the 791COOP participant issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded contractor shall notify the client and have the 791COOP participant inspect the work for acceptance under the scope and terms in the PO. The 791COOP participant will issue in writing any corrective actions that are required. Upon completion of these items, the 791COOP participant will issue a completion notice and final payment will be issued.
- 14. Support Requirements:** If there is a dispute between the awarded contractor and 791COOP participant, 791COOP or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. 791COOP, or its representatives, reserves the right to inspect any project and audit the awarded contractors 791COOP project files, documentation and correspondence.
- 15. Costs Pass Through:** Bonding cost, taxes and permit fees paid by the contractor for a Job Order Contract for a 791COOP participant shall pass through the cost at no markup to the 791COOP participant. Other pass-through costs, if desired, may be determined with the participant at the time of contract negotiation.

## **VI. PRICING FORMAT**

Depending on the scope and circumstances, the pricing of may be required by Texas Government Code §2269 to be procured by a method enumerated in the statute, <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2269.htm> . The method permitted by a purchasing cooperative such as 791COOP is the Job Order Contract (JOC) method. The statute requires the use of a unit pricing model and the Unit Price book 791COOP specifies is the RS Means Price book. The statute also requires the pricing to be submitted as a coefficient of the Unit Price Book's line-item prices. The part 2 pricing sheet provides for your proposal of the coefficient and markup for non-listed items.

It is the intention of 791COOP to establish an agreement for the delivery of installation and ancillary services that are considered by the 791COOP participant as a public work construction. An example of this solicitation is for a project for Sports Facility Lighting of this solicitation, Playground equipment, an overhead door, flooring replacement, and other trades for the entire project to be performed under Part 2.

Due to the varied scope and nature of these types of projects, 791COOP participants in various jurisdictions have different interpretations of what is and what is not a public work construction project requiring the Job Order Contracting (JOC) procurement process under Texas Statutes. Therefore, 791COOP is providing the option for participants that require the JOC process to procure those services relating to this solicitation using this contract.

### **FAILURE TO PROVIDE THE JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.**

Proposers must provide pricing based on a multiplier coefficient of the R.S. Means (or other price book) price book sections for the categories solicited.

#### **A. Pricing**

- 1. Wage Rates:** 791COOP participants usually, depending on the jurisdiction, have to designate or follow specific wage rates for their construction projects. Many times, this is Davis-Bacon Act and sometimes it may be another local wage rate determination. Regardless, the contractor must comply with the designated wage rates and the RS Means Unit Price Book has taken into account the local wage rates for the specific geographic area where work is to be performed.
- 2. Maximum Aggregate Contract Price:** Texas Government Code §2269.403 (b) requires that the governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. Because this solicitation is available for piggyback by multiple entities, there is no accurate method to project the maximum aggregate price. Therefore, an arbitrary maximum aggregate contract price for sales by all awarded contractors under this solicitation is set at \$150,000,000. This arbitrary figure is not a guarantee of any sales under the award, and it should not be construed as an estimate of total sales during the contract period. If and when the \$150,000,000 figure is reached, the awarded contracts will expire immediately, and a new solicitation may be issued if in the best interest of 791COOP and its participants.
- 3. Job Order Contracting (JOC):** It is the intention of 791COOP to establish a contract to furnish and/or deliver construction services using the Job Order Contracting construction delivery method. The work includes minor construction, repair, rehabilitation, and alteration services for a wide variety of colleges and universities, schools, cities, counties, healthcar,e and other

government and non-profit agencies.

4. **Unit Price Book (UPB):** It is the intention of 791COOP that the current edition of RS Means Facilities Construction Cost Data at the time of the project acceptance – the published quarterly updates will be utilized.
5. **Estimating Requirements:** Awarded contractor must use RS Means Online. 791COOP will consider Cost Works; JOC Works; 4 Clicks; or other approved estimating software. These other estimating software programs must be approved by 791COOP prior to awarded vendors utilizing them in this contract.
6. **Alternate Unit Price Book (AUPB)** may be submitted. Offerors shall submit Unit Price Books other than RS Means shall submit sufficient information to determine if the alternative Unit Price Book is acceptable for this program. 791COOP is the sole determiner of this but may seek advice for the Center for JOC Excellence or CJE. Examples of AUPB are 4BT, Blue Book, and others.
7. **Software Licenses:** Offerors shall provide one (1) User license for 791COOP for whichever Unit Price Book; the Offeror chooses to submit in response to this RFP. **Additionally**, any state or local government or non-profit that agrees to a certain volume determined in this RFP, may receive one (1) or more Users license of the submitted Unit Price Book or please state the Project volume necessary to receive one (1) User License for review of contractor quotations.
8. The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, and management and shall perform all operations necessary and required for construction work. 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 participants.
9. A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB) from RS Means. When a specific project or job order is issued, 791COOP participants and the contractor will agree on the scope of work, and the cost is determined by applying the coefficient to the appropriate units in the UPB. Pricing will be evaluated based upon completion of the **EXHIBIT A. JOC PRICING SHEET**.
10. **Offeror's Pricing: EXHIBIT A. JOC PRICING SHEET must be downloaded from the "EXHIBITS" section of the RFP, completed, and uploaded to the copy of this RSCP with signatures. The offeror has the option of submitting a different document formatted differently for pricing with the Signed copy of this RFP as long as the pricing form has the same information.**

**FAILURE TO PROVIDE THE JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.**

11. **Bonding:** Proposer must provide a letter from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments".
12. Proposers submitting Financial Statements in lieu of this will be required to submit a letter within 5 business days to the 791COOP, from their surety upon notice of Contract Award. Participants may ask for Performance and Payment Bonds prior to beginning any work in accordance with

Texas Statutes or the statutes in the state the work is being performed.

**B. PRICING – UNIT PRICE BOOK**

Pricing will be evaluated based upon completion of **EXHIBIT A. JOC PRICING SHEET**.

The **Part 2 contract** will include, but not limited to, the following RS Means Divisions:

- RS Means (Division 1 – General Conditions)
- RS Means (Division 2 – Existing Conditions)
- RS Means (Division 3 – Concrete)
- RS Means (Division 5 – Metals)
- RS Means (Division 6 – Woods and Plastics)
- RS Means (Division 9 – Finishes)
- RS Means (Division 11 – Equipment)
- RS Means (Division 12 – Furnishings)
- RS Means (Division 13 - Special Construction)
- RS Means (Division 26 - Electrical)
- RS Means (Division 31 - Earthwork)
- RS Means (Division 32 - Exterior Improvements) RS Means (All Other Divisions)

**Enter a multiplier coefficient in the “All Divisions” field on EXHIBIT A. JOC PRICING SHEET. See EXHIBIT A. JOC PRICING SHEET, immediately following Section X. CERTIFICATIONS OF OFFEROR**

**EXHIBIT A. JOC PRICING SHEET** must be completed and uploaded with a copy this RFP with **Section X. CERTIFICATIONS OF OFFEROR** completed and signed by the Offeror. Failure to complete this will result in Vendor’s proposal being non-responsive and not evaluated.

## **VII. DESCRIPTION and SPECIFICATIONS**

### **A. UNIT PRICE BOOK (RS MEANS)**

1. **The Part 2 INSTALLATION SERVICES** section of this awarded contract will use a job order contract (JOC) for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive proposal to perform various separate job orders in the future, during the life of the contract. Contract award is based on the bid coefficient factor which the contractor will multiply against “pre-priced” R.S. Mean’s unit price book. The bid coefficient factor represents all of the contractor’s costs (indirect and direct), overhead, and profit. The other adjustment factor is updated annually based on the City Cost Index published for the closest location.
2. **The Part 2 scope is exclusive to the contractor.** The most important decision in administering the Part 2 contract is therefore the drafting of the scope. Because the contractor has been selected and the unit price is fixed (by the unit price book and the contractor’s coefficient factor), the Part 2 contract allows contractor input prior to design, which can expedite the work.
3. The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, and management and shall perform all operations necessary and required for construction work. 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 participants.
4. A contract will be established with standard specifications and pricing based upon a coefficient that is applied to an R.S. Means Unit Price Book (UPB). When a specific project or job order is issued, 791COOP participants and the contractor will agree on the scope of work, and the cost is determined by applying the coefficient to the appropriate units in the UPB. Based on the scope of work, the contractor may apply a coefficient less than the 791COOP contractor coefficients, if agreed upon by the contractor and the 791COOP participant.
5. Pricing will be evaluated based upon completion of EXHIBIT A. JOC PRICING SHEET.
  - RS Means (Division 1 – General Conditions)
  - RS Means (Division 2 – Existing Conditions)
  - RS Means (Division 3 – Concrete)
  - RS Means (Division 5 – Metals)
  - RS Means (Division 6 – Woods and Plastics)
  - RS Means (Division 9 – Finishes)
  - RS Means (Division 11 – Equipment)
  - RS Means (Division 12 – Furnishings)
  - RS Means (Division 13 - Special Construction)
  - RS Means (Division 26 - Electrical)
  - RS Means (Division 31 - Earthwork)
  - RS Means (Division 32 - Exterior Improvements) RS Means (All Other Divisions)
6. **Enter a multiplier coefficient in the “All Divisions” field on the Pricing [EXHIBIT A. JOC PRICING SHEET](#).**

**EXHIBIT A. JOC PRICING SHEET** in the Exhibits section at the end of this RFP must be downloaded, completed and uploaded with a copy of the signed RFP in **Section X. CERTIFICATIONS OF OFFEROR**.

## **B. FULL-SERVICE BUILDING AND FACILITY JOC CONSTRUCTION SERVICES**

Many of these trades overlap. Vendors must provide a co-efficient for each division they will need to work in to perform their primary construction Trade. An example is an HVAC Contractor, who may need to do Plumbing, Electrical, Roofing, Drywall, and other trades. Another example is a Roofing Contractor may need to do HVAC, Electrical, Plumbing, and other trades.

1. **Roofing Systems:** Including HVAC, Electrical, Plumbing, Skylights, Solar Roof Panels, Window Replacement or Sealing, and other trades necessary to complete projects.
2. **HVAC:** Including Chiller Plants, HAVC Systems, Building Automation Controls, Boilers, Plumbing, and other trades necessary to complete projects.
3. **Plumbing Services:** Including Drywall, Pipes, Fittings, Water Fountains, and other trades necessary to complete projects.
4. **Athletic Facilities:** Including Natural Turf, Artificial Turf, Bleachers, Score Boards, Tennis Courts, Athletic Tracks, Irrigation, Team Dugouts and Benches, Gym Flooring, Facility Lighting, Electrical, Athletic Audio Systems and other trades necessary to complete projects.
5. **Electrical Wiring & Data Cabling:** Including Electrical Wiring, Electrical Outlets and Components, Data Wiring and Components, Drywall, Ceiling and other trades necessary to complete projects.
6. **Lighting:** Including Indoor Lighting Replacements, Outside of Buildings Lighting Replacement, Parking Lot Lighting Replacement, Electrical and other trades necessary to complete projects.
7. **Flooring:** Including Carpet Flooring, Hardwood Flooring, Laminate Flooring, Vinyl Tile, Concrete Flooring Services and other trades necessary to complete projects.
8. **Water Treatment:** Including Water Filtration Equipment, Waste Water Equipment, Plumbing, Motor Replacement/Repairs, Valve Replacements/Repairs, and other trades necessary to complete projects.
9. **Concrete and Asphalt:** Including Pouring Concrete Laying Asphalt for Parking Lots and Sidewalks
10. **Security Systems:** Including Security Cameras, Biometric Readers, Intrusion Alarms, Panic Buttons, Key Card Readers (for opening doors), Metal Detectors, Conveyor Belts (for checking items while entering Building), X-ray Machines, Visitor Information system, Security Electronic Database, other trades necessary to complete projects.
11. **Fire Systems:** Including Fire Alarms, Fire Sprinkler Systems, Fire Suppression Systems, and other trades necessary to complete projects.
12. **Swimming Pools:** Including Renovating and repairing swimming pools, Plumbing, Electrical and other trades necessary to complete projects.
13. **Landscape Sprinkler Systems:** Including Building Grounds, FFA gardens or Farming projects, Athletic Fields, and Golf Courses (where allowed) and other trades necessary to complete projects.
14. **Electric Vehicle Charging Stations:** Including Power Grid and Solar Powered Stations for charging all Electric Vehicles (Cars, Trucks, Forklifts, Golf Carts, Buses, Tractors, and Riding Lawn Mowers and all the trades necessary to complete these projects.
15. **Painting:** Including Indoors, Outdoors, Signs, Cabinets, Walls, and other trades necessary to complete projects.
16. **Woodwork:** Including Framing, Cabinets, Built-in Bookcases & Fixtures, Carpentry and other

trades necessary to complete projects,

17. **Drywall and Plexiglas:** Including Repair walls, Replace walls, Build new walls, Install Plexiglas walls inside the building, and other trades necessary to complete projects.

**Other Construction Facility and Building Trades**

18. **Playground Equipment:** Including any other trades necessary to complete projects.
19. **Overhead Door:** Including any other trades necessary to complete projects.
20. **Doors and Locks:** Including any other trades necessary to complete projects.
21. **Windows:** Including any other trades necessary to complete projects.
22. **Building Back Up Generator:** Including any other trades necessary to complete projects.
23. **Configuring and Installing Back Up Batteries:** Including other trades necessary to complete projects.
24. **Remediation:** Including all trades necessary to minimize damage and to repair damage to facilities.
25. **Any other Related Repairs or installation:** Including other trades necessary to complete projects.

## **C. TEXAS GOVERNMENT CODE 2269**

### **SUBCHAPTER I. JOB ORDER CONTRACTS METHOD**

Sec. 2269.401. JOB ORDER CONTRACTING. In this chapter, "job order contracting" is a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.402. APPLICABILITY OF SUBCHAPTER TO BUILDINGS; EXCEPTIONS. This subchapter applies only to a facility that is a building, the design and construction of which is governed by accepted building codes, or a structure or land, whether improved or unimproved, that is associated with a building. This subchapter does not apply to:

(1) a highway, road, street, bridge, utility, water supply project, water plant, wastewater plant, water and wastewater distribution or conveyance facility, wharf, dock, airport runway or taxiway, drainage project, or related type of project associated with civil engineering construction; or

(2) a building or structure that is incidental to a project that is primarily a civil engineering construction project.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.403. REQUIREMENTS FOR JOB ORDER CONTRACTS FOR FACILITIES.

(a) A governmental entity may award job order contracts for the maintenance, repair, alteration, renovation, remediation, or minor construction of a facility if:

(1) the work is of a recurring nature but the delivery times are indefinite; and

(2) indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

(b) The governmental entity shall establish the maximum aggregate contract price when it advertises the proposal.

(c) The governing body of a governmental entity shall approve each job, task, or purchase order that exceeds \$500,000.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.404. CONTRACTUAL UNIT PRICES. The governmental entity may establish contractual unit prices for a job order contract by:

(1) specifying one or more published construction unit price books and the applicable divisions or line items; or

(2) providing a list of work items and requiring the offerors to propose one or more coefficients or multipliers to be applied to the price book or prepriced work items as the price proposal.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.405. COMPETITIVE SEALED PROPOSAL METHOD. (a) A governmental entity may use the competitive sealed proposal method under Subchapter D for job order contracts.

(b) The governmental entity shall advertise for, receive, and publicly open sealed proposals for job order contracts.

(c) The governmental entity may require offerors to submit information in addition to rates, including experience, past performance, and proposed personnel and methodology.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.406. AWARDING OF JOB ORDER CONTRACTS. The governmental entity may award job order contracts to one or more job order contractors in connection with each solicitation of proposals.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.407. USE OF JOB ORDER CONTRACT. A job order contract may be used to accomplish work only for the governmental entity that awards the contract unless:

(1) the solicitation for the job order contract and the contract specifically provide for use by other persons; or

(2) the governmental entity enters into an interlocal agreement that provides otherwise.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B.1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.408. USE OF ARCHITECT OR ENGINEER.

(a) If a job order contract or an order issued under the contract requires architectural or engineering services that constitute the practice of architecture within the meaning of Chapter 1051, Occupations Code, or the practice of engineering within the meaning of Chapter 1001, Occupations Code, the governmental entity shall select or designate an architect or engineer to prepare the construction documents for the project.

(b) Subsection (a) does not apply to a job order contract or an order issued under the contract for industrialized housing, industrialized buildings, or relocatable educational facilities subject to and approved under Chapter 1202, Occupations Code, if the contractor employs the services of an architect or engineer who approves the documents for the project.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B.1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.409. JOB ORDER CONTRACT TERM. The base term for a job order contract may not exceed two years. The governmental entity may renew the contract annually for not more than three additional years.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.410. JOB ORDERS.

(a) An order for a job or project under a job order contract must be signed by the governmental entity's representative and the contractor.

(b) The order may be:

(1) a fixed price, lump-sum contract based substantially on contractual unit pricing applied to estimated quantities; or

(2) a unit price order based on the quantities and line items delivered.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.411. PAYMENT AND PERFORMANCE BONDS. The contractor shall provide payment and performance bonds, if required by law, based on the amount or estimated amount of any order.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

## **SUBCHAPTER J. ENFORCEMENT**

Sec. 2269.451. VOID CONTRACT. A contract, including a job order, entered into in violation of this chapter is voidable as against public policy.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.***

Sec. 2269.452. DECLARATORY OR INJUNCTIVE RELIEF.

(a) This chapter may be enforced through an action for declaratory or injunctive relief filed not later than the 10th day after the date on which the contract is awarded.

(b) This section does not apply to enforcement of a contract entered into by a state agency. In this subsection, "state agency" has the meaning assigned by Section 2151.002. The term includes the Texas Facilities Commission.

***Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.***

***Redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff.***

***September 1, 2013.***

## **VIII. GENERAL INSTRUCTIONS**

### **A. 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 participants at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

1. Customer support: The Vendor shall provide timely and accurate technical advice and sales support to 791 PURCHASING COOPERATIVE staff and 791 PURCHASING COOPERATIVE participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to 791 PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required
2. Contracts: All contracts and agreements between a Vendor and a 791 PURCHASING COOPERATIVE participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
3. Tax exempt status: All Texas government agencies participating in 791 PURCHASING COOPERATIVE are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.
4. Assignments of contracts: No assignment of contract may be made without the prior written approval of 791 PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.
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 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 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract
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 791 Coop and any participant 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. The vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791 PURCHASING COOPERATIVE may reject any additions, without cause
12. Vendor will have the ability to ship materials via UPS, Fed Ex, or Common Carrier. These materials can include a copy or printed materials but may also include materials brought to the vendor's facility for shipping F.O.B destination.
13. The Vendor may 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 on catalogs.
15. The Vendor agrees it may revise catalogs no more than 2 times a year.
16. The Vendor may request price adjustments quarterly based on the CPI or an alternative approved index. However, 791 COOP deny or reduce price adjustments based on 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 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.
19. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
20. Publicly held Company (Vendor) shall provide the most recent SEC Financial filing.
21. Private held Company (Vendor) shall provide access to review its Financial Statement

22. Vendor will notify 791 COOP of any financial changes including changes in debt ratings. Vendor will notify 791 COOP of any “supplier” putting credit holds upon the vendor and why such hold is in place. The vendor may request 791 COOP 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 791 COOP that it will promptly update the 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 RFP. Failure to complete this result in being given notice your proposal is being considered for an 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 participants 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 B. 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 the award or the Vendor may complete and submit 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 participants 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 are required by Federal Regulation when federal funds are expended by a participant. Vendors should complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in IonWave. The vendor may wait for notification that their proposal is being considered for the award or the Vendor may complete and submit their response. Vendors choosing to wait will be given no more than 5 business days to complete and return before being determined non-responsive.

30. **CERTIFICATIONS OF OFFEROR:** This is part of the RFP 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 a copy of the RFP. If the proposer has deviations to these documents, the vendor must identify them under **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with 791COOP. The CERTIFICATIONS OF OFFEROR signature page must be submitted and signed. The acceptance of any negotiated terms will be added to the **CERTIFICATIONS OF OFFEROR**.
31. **791COOP Vendor Agreement:** This agreement may be found in this RFP Attachments section on IonWave. If the proposer has deviations from these documents, the vendor must identify them under a copy of **EXHIBIT D. 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 CTCOG.

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

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

## **C. INSURANCE REQUIREMENTS**

1. **Contractor’s Commercial General Liability Insurance—**The 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 liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, 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 therefrom, 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 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, and the subsequent Injury Act, and the 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. CTCOG, 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 the 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 the 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 CTCOG, 791 Purchasing Cooperative, and individual 791 Purchasing Cooperative participants (if requested) as a certificate holders.
6. To protect the CTCOG, 791 Purchasing Cooperative, 791 Purchasing Cooperative Participants, 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 CTCOG's and 791 Purchasing Cooperative's approval as to form amount and issuing company. The amounts listed are a minimum.

## **IX. 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 the 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 participants.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, complete the CONFIDENTIAL INFORMATION CLAIM form. This form is listed in the RFP attachment section of IonWave and makes 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. The vendor may lower prices at any time during the agreement period. See the 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 the 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 participant 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 participants and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all 791COOP participants if the quantities, timing, and all other circumstances are identical.
7. **Estimated Quantities**: Because 791COOP cannot accurately anticipate which participants will utilize the awarded agreements due to the thousands of participants 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 participant 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 wants pricing either in a fixed price or a discount off published or available to 791COOP Participant catalog price or both if applicable to your proposal. A “catalog” is defined above and includes the pricing of goods and /or services.
10. **Evaluation** – 791COOP will evaluate the best value by rating the proposals submitted by the

vendors. The point score received will be the weighted score that will be used to determine awarded vendors. See the 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 CTCOG, 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 CTCOG NOR 791COOPERATIVE 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 CTCOG OR 791COOPERATIVE.
- 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 participants;
  - 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 participants reserve the right to procure any items or services by other means at the sole discretion of 791COOP or its participants.
- 13) Supplemental agreements -** The 791COOP Participant 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 Participants, and employees shall not be made a 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 Participant to 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 791 PURCHASING COOPERATIVE's Agreement with the vendor unless and until an authorized representative of 791COOP reviews and approve it. 791COOP permits 791COOP Participants 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 Participant Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued, or contracts executed by 791COOP or a 791COOP Participant and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.
- 15) **Smoking** - Persons working under the Agreement shall adhere to the 791COOP Participant's or local smoking statutes, codes, or policies.
- 16) **Novation** -If an 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 the 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 vendors 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 791Coop Participants reserve the right to stop work and/or cancel the 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 Participant Purchasing Procedures** - Purchase orders or its equal are issued by participating 791COOP Participants 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 participant.
  - Awarded vendor invoices to the participating 791COOP Participant directly.
  - Awarded vendor receives payment directly from the participating participant.
  - 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.

## **X. CERTIFICATIONS OF OFFEROR**

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

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

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

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

**(Required)**

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

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

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

**EXHIBIT A.**  
**JOC PRICING SHEET**

**Required document to be completed and submitted by the due date and time.**

**If you are uncertain how to complete this form, please call for guidance so you are not disqualified.**

**Job Order Contract (JOC) as permitted by Texas Government Code §2269**

**RFP #2022-07-001 Job Order Contracting / IDIQ / Best Value Unit-Price  
-Part 2**

**Building Installation/Construction on site considered a Public Work (JOC)**

There is additional information in the RFP document on RS Means. You may go to the RS Means website to learn more about this price book. <https://www.rsmeans.com> The RS Means Price Book is adjusted for different geographic areas by using a City Cost Index multiplier for each location. This is in the definitions section of the RFP document. Example: The current Dallas' City Cost Index is 86.9% and it is included in the sample calculation below.

**EXAMPLE:**

Unit Price Book cost	\$100.00
City Cost Index (Dallas)	.869
Contractor Coefficient	.95
Formula	(UPB) x (City Cost Index) x (Contractor Coefficient)
Cost To 791COOP Participant	(\$100.00) x (.869) x (.95) = \$82.555
<b>791COOP Fee</b>	(\$82.555) x (.0175) = \$1.4447125
Net To Contractor	(\$82.555) – (\$1.4447125) = \$81.11

**TO BE CONSIDERED FOR PART 2, YOU MUST ENTER THE COEFFICIENT you propose IN ALL THREE OF THE BLANKS BELOW to apply to the RS Means Price Book Pre-Priced Tasks for all divisions and to the Non-Pre-Priced Markup.**

1. RS Means (All Divisions) \_\_\_\_\_ Regular Hours Multiplier Coefficient
2. RS Means (All Divisions) \_\_\_\_\_ After Hours Multiplier Coefficient
3. Non-Pre-Priced Markup \_\_\_\_\_ Multiplier Coefficient\* or markup percentage

\*(Non-pre-priced line items are items not found in the Unit Price Book. Enter in the blank above your coefficient markup that includes overhead and profit.)  
(EXAMPLE: 1.30 would be a 30% markup. Cost of item not in book \$100.00 x 1.3 coefficient = \$130.00 price to 791 Purchasing Cooperative Participant)

**Any regular hour's coefficient of 1.5 or greater will receive 0 points for the pricing criterion.**

**EXHIBIT A**  
**JOC PRICING SHEET**

[Required document to be completed and submitted by the due date and time.](#)

Individual Coefficient Multipliers		
Individual RS Means Divisions:	Regular Hours Multiplier Coefficient	After Hours Multiplier Coefficient
RS Means (Division 1 – General Conditions)		
RS Means (Division 2 – Existing Conditions)		
RS Means (Division 3 – Concrete)		
RS Means (Division 5 – Metals)		
RS Means (Division 6 – Woods and Plastics)		
RS Means (Division 9 – Finishes)		
RS Means (Division 11 – Equipment)		
RS Means (Division 12 – Furnishings)		
RS Means (Division 13 - Special Construction)		
RS Means (Division 26 - Electrical)		
RS Means (Division 31 - Earthwork)		
RS Means (Division 32 - Exterior Improvements)		
RS Means (All Other Divisions)		
Non-Pre-Priced Markup		

Please list the geographic markets where you are licensed, and desire to perform work. You may select national coverage or states. **CIRCLE the appropriate answer below 1 or 2.**

1. National Coverage
2. States – List the abbreviation of each desired state in the space below. (Example: AR, MO, TX, Etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor Name \_\_\_\_\_

Authorized Representative Name \_\_\_\_\_

Authorized Title \_\_\_\_\_

Authorized Representative Signature \_\_\_\_\_

**(Required)**

Date \_\_\_\_\_

**By signing this form, the Vendor certifying that the Authorized individual is in fact authorized to bind this firm to an agreement. Furthermore, the Vendor is offering these prices that shall remain firm for the duration of the contract award unless approved by 791 Purchasing Cooperative and CTCOG. This document shall become part of any agreement with CTCOG and 791 Purchasing Cooperative.**

**EXHIBIT B**  
**REFERENCE SHEET**  
**REQUIRED FORM**

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: \_\_\_\_\_

## EXHIBIT C

### 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 Contract Pricing. **Yes No**  
If the answer is no, attach a statement detailing how pricing for 791 PURCHASING COOPERATIVE participants would be calculated.
- Additional discounts for the purchase of a guaranteed quantity? **Yes No**

**5. Processing Information**

- Company billing address where the invoice for the participation fee will be sent by 791 PURCHASING COOPERATIVE:  
Contact Person & Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
- Contact person responsible for processing and confirming all purchase orders (PO's) sent by 791 PURCHASING COOPERATIVE:  
Contact Person & Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

7. Provide a brief history of your company, including the year it was established.
8. Provide the company's official registered name.
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. Describe the scope of sales/field support your company would make available to government entities.
16. Describe the scope of training opportunities your company would make available to government entities as needed.
17. 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.
18. Indicate your response time to emergency service calls.
19. Please describe the quality program(s) within your company and the program which measures your service work.
20. List the dollar volume your company completes in construction annually.
21. 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?
22. Describe your expectations of your subcontractors and /or service centers when completing a repair. How does your company verify these expectations are being met?
23. Describe how your company tracks the completion of repair construction projects.
24. List the total dollar volume your company completes in Government Construction annually.
25. List the other functions your company can provide regarding JOC.

26. Describe what project scheduling tools your company use to track projects during construction
27. Describe how your company handles site development and project permitting process.
28. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
29. Describe your company's construction management plan.
30. Describe your company's safety program during construction.
31. Provide your company's administrative support resources
32. 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)
33. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?
34. Indicate if your company will accept all forms of Purchase Orders or Project Work Orders.
35. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
36. Identify the process of receiving a purchase order to the ordering of equipment.
37. Identify the process of receiving a purchase order and any billing (including progress payments).
38. Describe how your company will invoice the government entity.
39. Is your company able to send quotes in electronic format via email including specific information.
40. Discuss the invoicing options your company offers and the payment terms for each.

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

**Signature of Authorized Representative:** \_\_\_\_\_  
**(Required)**

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

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

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

