



# COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT

## 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

Request For Qualifications #791202505006 Energy Savings Performance  
Contracts.

Submission Deadline: July 9, 2025, at 1:00 pm Central Time Central Texas

Council of Governments

ATTN: 791COOP

2180 North Main Street,

Belton, TX 76513

Questions: [Admin@791Coop.org](mailto:Admin@791Coop.org) or 210.757.3775 The  
solicitation documents may be found at <https://791COOP.ionwave.net>

If a problem is encountered accessing the solicitation, please contact 791 PURCHASING  
COOPERATIVE at the address or phone listed above for help.

**NOTICE TO PROPOSER(S): ANY FURTHER INFORMATION OR AMENDMENTS TO THIS  
SOLICITATION SHALL BE POSTED ON THE 791 PURCHASING COOPERATIVE 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 RFQ RESPONSE TIME.**

**This solicitation is a Request for Qualifications (RFQ) method provided in the Texas Government  
Code §2254.004 and as specified in the Texas Education Code § 44.901 and Texas Local  
Government Code § 302 et al for the category:**

**RFQ #791 Energy Savings Performance Contracts**

**Energy Savings Performance Contracts are defined in the section entitled "Specifications"  
provided herein for both Local Government in Texas Local Government Code § 302 in and  
Public Schools in Texas Education Code § 44.901, as applicable.**

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals,  
RCSP, 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 permitted in the Local Government Code 302 and Texas Education Code Section 44.031".

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

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

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless 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 based on the lowest responsible bidder or best value for each solicitation.
- This proposal is requested for the benefit of the current participants and other new participants as they execute 791COOP Participant's 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, and other State and Federal Regulations 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.
- Maintain credibility and confidence in business procedures by maintaining free, fair, 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 791 COOP 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 equivalents are issued by participating governmental entities directly to the Vendor or vendor-assigned dealer. Purchase orders or equivalent are 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**

- 1) **The Texas Conference of Urban Counties represents 34 Counties and 79% of the Texas Population or about 23 million residents.**
- 2) **The State of Texas CTCOG is a Lead Agency with 791COOP and CTCOG represents 43 Public School Districts in their service area.**
- 3) **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.**
- 4) **791COOP may add additional partnerships to this program.**
- 5) **It is estimated that contracts awarded under this RFQ 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 TEXAS GOVERNMENT CODE, CHAPTER 552, 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 is 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.

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

The anticipated schedule is as follows:

Solicitation Issued	May 21, 2025
Pre-Proposal Conference	None Scheduled
Inquiry Period Ends	June 15, 2025, at 5:00 PM (CDT)
Proposal Due Date	July 9, 2025, 1:00 PM (CDT)
Anticipated Award	July 16, 2025, *

**\*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 jurisdiction of the governmental entities.

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## **General Information**

### **Financing of 791 Purchasing Cooperative**

#### **791 COOP Vendor Paid Fee for RFQ #791 Energy Savings Performance Contracts**

The total cost of the 791 COOP program, in most cases, is primarily funded through an administration fee paid to 791 COOP by the awarded contractors. The fee is based on actual vendor project sales.

Vendor will pay the fee on the actual invoiced and paid sales to 791 COOP members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

791 COOP establishes a fee for each solicitation for proposals that is in the best interest of 791 COOP and its members.

**The fee schedule for agreements awarded under solicitation is 1.0% of the value of the contract paid by 791 COOP member.**

#### **Term of Agreement and Renewals**

The initial term of the agreement is approximately five (5) years until **July 31, 2030** with three one-year extensions. The awards will expire on **July 31, 2033**.

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

#### **Vendor Questions**

Questions about the specific SOLICITATION shall be submitted to [admin@791Coop.org](mailto:admin@791Coop.org) with the following in the subject line: "SOLICITATION NAME #xxxxxx contractor question".

Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by 791 COOP will be addressed by properly posted addendum. **SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL July 2, 2025 AT NOON Local Time. Pre-Bid Meeting (Not Mandatory) A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [bids@791Coop.org](mailto:bids@791Coop.org) By Noon, June 15, 2025. If requested, a Pre-Bid meeting will be scheduled if agreed by 791 COOP, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties. \*If Requested, 791 COOP reserves the right to determine if a Pre-Bid Meeting is held.**

## **Proposal Submission and Evaluation**

Proposers must provide all forms and references required and submit a proposal that describes how the proposer is qualified to provide Energy Savings Performance Contracts to 791 COOP members in the manner described in the Specifications section below.

Proposals may include all relevant information about the proposer that illustrates the proposer's ability to provide Energy Savings Performance Contract supplies and services, including but not limited to:

- 1. References:** please provide references that have entered into an Energy Savings Performance Contract with the proposer. **20 points**
- 2. Past Experience with 791 COOP- 5 points**
- 3. Project Management. 10 points**
  - a. Comprehensiveness and rationale of project management plan, based on :
    - i. Approach to project management, including staffing and contractor-oversight
    - ii. Ability to successfully complete projects on time and to customer satisfaction.
  - b. Method employed to establish baseline energy use in individual buildings and facility-wide
  - c. Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed
- 4. Successful experience in the field of Energy Savings Performance Contracts. 40 points**
- 5. Staffing/Personnel. 10 points**
- 6. Financial strength/ Bonding Capacity. 15 points**

**Proposer may include other relevant information for 791 COOP to consider. Proposer must score at least 80 points for award.**

## **Specifications**

This purpose of this Request for Qualifications is to identify and award agreements to highly qualified vendors capable of entering into Energy Savings Performance Contracts with 791 COOP members.

Energy Savings Performance Contracts are governed by two sections of Texas Statutes, Local Government in Texas Local Government Code § 302 in and Public Schools in Texas Education Code § 44.901, depending on the 791 COOP member's type of governmental entity.

The aforementioned statutes specify that Energy Savings Performance Contracts must be procured according to TEXAS GOVERNMENT CODE §2254.004 methods. TEXAS GOVERNMENT CODE §2254.004 title description is listed as "CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR". This can be misleading because entities may not engage architect and engineer services through a cooperative contract such as this. However, the controlling statutes below only specify that the procurement methodology provided in TEXAS GOVERNMENT CODE §2254.004 be used for the procurement of Energy Savings Performance Contracts.

**NO PRICING IS SOLICITED OR PERMITTED TO BE PROPOSED FOR THIS RFQ PURSUANT TO TEXAS GOVERNMENT CODE §2254.004. THIS IS A REQUEST FOR QUALIFICATIONS ONLY.**

NOTE: 791 COOP members are under no obligation to negotiate exclusively with 791 COOP awarded providers of Energy Savings Performance Contracts.

TEXAS GOVERNMENT CODE Sec. 2254.004 provides the following methodology. 791 COOP is identifying highly qualified providers of Energy Savings Performance Contracts for 791 COOP members to consider, rank and negotiate with according to the rules below.

In procuring an Energy Savings Performance Contract Provider the 791 Coop member may consider any awarded 791 COOP provider under this RFQ. The 791 COOP members will then determine from the list of 791 COOP awarded Energy Savings Performance Contract providers which vendor is the most highly qualified for the Member's purposes as provided below in section. The 791 COOP member will

then attempt to negotiate with the most highly qualified provider, as determined by the 791 COOP Member, a contract at a fair and reasonable price as provided below in section.

If the 791 Coop member cannot negotiate a satisfactory contract with the most highly rated provider, then the entity shall:

- (1) formally end negotiations with that provider;
- (2) select the next most highly qualified provider; and
- (3) attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process described to select and negotiate with providers until a contract is entered into or the 791 COOP member determines it no longer desires to enter into a Energy Savings Performance Contract.

The Statutes are included below to specifically describe what types of Energy Savings Performance Contracts are permitted and how they are defined specifically. 791 COOP has members that are defined in both sections of the law and the definitions for each type are provided in the statutes below. Energy Savings Performance Contracts entered into by the awarded vendors and the 791 COOP members pursuant to this RFQ, shall comply with the requirements specified in the following statutes depending on the applicable 791 COOP member entity classifications and which statute would apply to the 791 COOP member as if they were a Texas entity, if they are located in another state.

Example #1: A public PK-12 school or a community college in Texas or a state other than Texas would follow the Texas Education Code statute in determining what is permissible under the statute.

Example#2: A municipality or county government in Texas or a state other than Texas would follow the Texas Local Government Code statute in determining what is permissible under the statute.

## **Controlling Codes:**

### **TEXAS EDUCATION CODE**

#### **ENERGY SAVINGS PERFORMANCE CONTRACTS SUBCHAPTER Z.**

#### **MISCELLANEOUS PROVISIONS**

Sec. 44.901. ENERGY SAVINGS PERFORMANCE CONTRACTS. (a) In this section, "Energy savings performance contract" means a contract for energy or water conservation measures to reduce energy or water consumption or operating costs of new or existing school facilities in which the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period. The term includes a



contract for the installation or implementation of:

- (1) insulation of a building structure and systems within the building;
- (2) storm windows or doors, caulking or weather-stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;
- (3) automatic energy control systems, including computer software and technical data licenses;
- (4) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;
- (5) lighting fixtures that increase energy efficiency;
- (6) energy recovery systems;
- (7) electric systems improvements;
- (8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;
- (9) water-conserving landscape irrigation equipment;
- (10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:
  - (A) landscape contouring, including the use of berms, swales, and terraces; and
  - (B) the use of soil amendments that increase the water-holding capacity of the soil, including compost;
- (11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;
- (12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;
- (13) equipment needed to capture water from nonconventional, alternate sources, including air conditioning condensate or graywater, for nonpotable uses;
- (14) metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings; or
- (15) other energy or water conservation-related improvements or equipment, including improvements or equipment relating to renewable energy or nonconventional water sources or water reuse.

(b) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1347, Sec. 5, eff. June 19, 2009.

(c) Each energy or water conservation measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations.

Notwithstanding Subsection (a), an energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which the public water supply system officials do not have sanitary control, to be returned to the potable water supply.

(d) The board may enter into energy savings performance contracts only with persons who are experienced in the design, implementation, and installation of the energy or water conservation measures addressed by the contract.

(e) Before entering into an energy savings performance contract, the board shall require the provider of the energy or water conservation measures to file with the board a payment and performance bond relating to the installation of the measures in accordance with Chapter [2253](#), Government Code. The board may also require a separate bond to cover the value of the guaranteed savings on the contract.

(f) An energy savings performance contract may be financed:

(1) under a lease/purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing;

(2) with the proceeds of bonds; or

(3) under a contract with the provider of the energy or water conservation measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.

(f-1) Notwithstanding other law, the board may use any available money, other than money borrowed from this state, to pay the provider of the energy or water conservation measures under this section, and the board is not required to pay for such costs solely out of the savings realized by the school district under an energy savings performance contract. The board may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.

(g) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation measures to guarantee the amount of the savings to be realized by the school district under the contract. If the term of an energy savings performance contract exceeds one year, the school district's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy, water, wastewater, and operating cost savings, including electrical, gas, water, wastewater, or other utility cost savings and operating cost savings resulting from

the measures, as determined by the school district in this subsection, divided by the number of years in the contract term.

(h) An energy savings performance contract shall be let according to the procedures established for procuring certain professional services by Section [2254.004](#), Government Code.

Notice of the request for qualifications shall be published in the manner provided for competitive bidding.

(i) Before entering into an energy savings performance contract, the board must require that the cost savings projected by an offeror be reviewed by a licensed professional engineer who has a minimum of three years of experience in energy calculation and review, is not an officer or employee of an offeror for the contract under review, and is not otherwise associated with the contract. In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. Sections [1001.053](#) and [1001.407](#), Occupations Code, apply to work performed under the contract.

(j) Chapter [2269](#), Government Code, does not apply to this section.

Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995. Amended by Acts 1997, 75th Leg., ch. 1142, Sec. 1, eff. June 19, 1997; Acts 1999, 76th Leg., ch. 361, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 573, Sec. 1, 2, 11, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 5, 121(1), eff. June 20, 2003. Amended by:  
Acts 2007, 80th Leg., R.S., Ch. 262 (S.B. [12](#)), Sec. 3.03, eff. June 8, 2007.  
Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 1, eff. June 16, 2007.  
Acts 2009, 81st Leg., R.S., Ch. 1347 (S.B. [300](#)), Sec. 5, eff. June 19, 2009.  
Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. [1728](#)), Sec. 1, eff. September 1, 2011.  
Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. [628](#)), Sec. 3.01, eff. September 1, 2011.  
Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 22.002(6), eff. September 1, 2013.

TITLE 9. PUBLIC BUILDINGS AND GROUNDS

SUBTITLE C. PUBLIC BUILDING PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 302. ENERGY SAVINGS PERFORMANCE CONTRACTS FOR LOCAL GOVERNMENTS

Sec. 302.001. DEFINITIONS. In this chapter:

(1) "Baseline" means a calculation or set of calculations in an energy savings performance contract that may be based on historical costs, revenues, accuracy, or related components and used for determining:

- (A) the costs for energy or water usage by a local government and related net operating costs;
- (B) the billable revenues from providing energy, water, or other utilities to users; or
- (C) the efficiency or accuracy of metering or related equipment, systems, or processes or procedures.

(2) "Energy or water conservation or usage measures" means:

- (A) the installation or implementation of any of the items, equipment, modifications, alterations, improvements, systems, and other measures described by Subdivision (4) that are intended to provide:
  - (i) estimated energy savings;
  - (ii) an estimated increase in billable revenues; or
  - (iii) an estimated increase in meter accuracy; or
- (B) the training for, or services related to, the operation of the items, equipment, modifications, alterations, improvements, systems, or other measures described by Paragraph (A).

(3) "Energy savings" means an estimated reduction in net fuel costs, energy costs, water costs, stormwater fees, other utility costs, or related net operating costs from or as compared to an established baseline of those costs. The term does not include an estimated reduction due to a decrease in energy rates that is not derived from increased conservation or reduced usage.

(4) "Energy savings performance contract" means a contract between a local government and a provider for energy or water conservation or usage measures in which the estimated energy savings, utility cost savings, increase in billable revenues, or increase in meter accuracy resulting from the measures is subject to guarantee to offset the cost of the energy or water conservation or usage measures over a specified period. The term includes a contract related to the pilot program described by Subdivision (9-a) and a contract for the installation or implementation of the following in new or existing facilities, including all causally connected work:

- (A) insulation of a building structure and systems within the building;

(B) storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;

(C) automatic energy control systems, including computer software and technical data licenses;

(D) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;

(E) lighting fixtures that increase energy efficiency;

(F) energy recovery systems;

(G) electric systems improvements;

(H) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;

(I) water-conserving landscape irrigation equipment;

(J) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:

(i) landscape contouring, including the use of berms, swales, and terraces;

and

(ii) the use of soil amendments that increase the water-holding capacity of the soil, including compost;

(K) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;

(L) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;

(M) equipment needed to capture water from nonconventional, alternate sources, including air-conditioning condensate or graywater, for nonpotable uses;

(N) metering or related equipment or systems that improve the accuracy of billable-revenue-generation systems;

(O) alternative fuel programs resulting in energy cost savings and reduced emissions for local government vehicles, including fleet vehicles;

(P) programs resulting in utility cost savings; or

(Q) other energy or water conservation-related improvements or equipment, including improvements or equipment relating to renewable energy or nonconventional water sources or water reuse.

(5) "Guarantee" means a written guarantee of a provider that the energy savings, increase in billable revenues, or increase in meter accuracy from the energy or water conservation or usage measures will at

least equal the cost of the energy or water conservation or usage measures, all causally connected work, and ancillary improvements provided for in an energy savings performance contract.

(6) "Increase in billable revenues" means an estimated increase in billable revenues as compared to an established baseline of billable revenues.

(7) "Increase in meter accuracy" means an estimated increase in efficiency or accuracy of metering or related equipment, systems, or processes or procedures that is calculated or determined by using applicable industry engineering standards.

(8) "Local government" means a county, municipality, or other political subdivision of this state. The term does not include a school district authorized to enter into an energy savings performance contract under Section [44.901](#), Education Code.

(9) "Meter guarantee" means a guarantee of a stipulated or agreed upon increase in billable revenues to result from the estimated increase in meter accuracy, based on stipulated or agreed upon components of a billable revenue calculation in an energy savings performance contract.

(9-a) "Pilot program" means a pilot program operated by the Energy Systems Laboratory at the Texas A&M Engineering Experiment Station, in consultation with the Texas Facilities Commission and the State Energy Conservation Office, that:

(A) establishes and implements energy efficiency improvements to state-owned buildings maintained by the commission;

(B) generates savings in utility costs resulting from the improvements resulting in at least a 30 percent annual return on the costs of the improvements;

(C) provides for the participation of not fewer than two companies selected by the commission; and

(D) provides for any money attributable to utility cost savings resulting from the pilot program to be appropriated only to the commission.

(10) "Provider" means an entity in the business of designing, implementing, and installing of energy or water conservation or usage measures or an affiliate of such an entity.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 78, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 4, eff. June 16, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. [1728](#)), Sec. 5, eff. September 1, 2011.

Acts 2015, 84th Leg., R.S., Ch. 1021 (H.B. [1184](#)), Sec. 1, eff. June 19, 2015.

Sec. 302.002. ENERGY SAVINGS PERFORMANCE CONTRACTS. (a) The governing body of a local government may enter into an energy savings performance contract in accordance with this chapter.

(b) Each energy or water conservation or usage measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. Notwithstanding Section [302.001](#), an energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which public water supply system officials do not have sanitary control to be returned to the potable water supply.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 79, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 5, eff. June 16, 2007.

Sec. 302.003. PAYMENT AND PERFORMANCE BOND. Notwithstanding any other law, before entering into an energy savings performance contract, the governing body of the local government shall require the provider of the energy or water conservation or usage measures to file with the governing body a payment and performance bond relating to the installation of the measures in accordance with Chapter [2253](#), Government Code. The governing body may also require a separate bond to cover the value of the guarantee.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 5, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 80, 121(23), eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 6, eff. June 16, 2007.

Sec. 302.004. METHOD OF FINANCING; TERMS OF CONTRACT. (a) An energy savings performance contract may be financed:

- (1) under a lease-purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing;
- (2) with the proceeds of bonds; or
- (3) under a contract with the provider of the energy or water conservation or usage measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.

(a-1) Notwithstanding other law, the governing body of a local government may use any available money, other than money borrowed from this state, to pay the provider of the energy or water conservation measures under this section, and the governing body is not required to pay for such costs solely out of the savings realized by the local government under an energy savings performance contract. The governing body may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.

(b) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation or usage measures to provide a guarantee. If the term of the contract exceeds one year, the local government's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy and water savings, the net operating cost savings, and the stipulated or agreed upon increase in billable revenues resulting from the estimated increase in meter accuracy, divided by the number of years in the contract term.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 1999, 76th Leg., ch. 361, Sec. 4, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 6, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 81, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 7, eff. June 16, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. [1728](#)), Sec. 6, eff. September 1, 2011.

Sec. 302.005. BIDDING PROCEDURES; AWARD OF CONTRACT. (a) An energy savings performance contract under this chapter may be let in accordance with the procedures established for procuring certain professional services by Section [2254.004](#), Government Code. Notice of the request for qualifications shall be published in the manner provided for competitive bidding.

(b) Before entering into an energy savings performance contract, the governing body must require that the energy savings, increase in billable revenues, or increase in meter accuracy estimated or projected by a provider be reviewed by a licensed professional engineer who:

- (1) has a minimum of three years of experience in energy calculation and review;
- (2) is not an officer or employee of a provider for the contract under review; and
- (3) is not otherwise associated with the contract.

(c) In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. Sections [1001.053](#) and [1001.407](#), Occupations Code, apply to work performed under the contract.



Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 12, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 7; Acts 2003, 78th Leg., ch. 1276, Sec. 12.005, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1310, Sec. 82, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 8, eff. June 16, 2007.

Sec. 302.006. METER GUARANTEES. (a) This section applies to any energy savings performance contract that:

- (1) provides for any metering or related equipment, system, or process or procedure; and
- (2) includes a meter guarantee by the provider, regardless of whether the meter guarantee is a part of a broader guarantee applicable to other energy or water conservation or usage measures or causally connected work.

(b) Not later than the fifth anniversary of the effective date of an energy savings performance contract, an engineer shall test a statistically relevant sample of the meters installed or implemented under the contract to determine or calculate the actual average accuracy and shall compare the actual average accuracy to the baseline average accuracy of those tested meters.

(c) A meter guarantee applies if the engineer reports to the local government and the provider that the average accuracy of the tested meters as of the testing date is less than the baseline average accuracy of the tested meters as of the testing date.

(d) The amount payable under the meter guarantee must be determined for each year subject to the engineer's report and is equal to the difference between:

- (1) the agreed increase in billable revenues based on the estimated accuracy of all of the meters for each year, according to the energy savings performance contract; and
- (2) the revenues for the same year that would result from applying the engineer's reported actual average accuracy of the tested meters to all of the meters subject to the energy savings performance contract, using the same contract components that were used to calculate the agreed increase in billable revenues for that year, assuming the annual decrease in actual average accuracy of all the meters was a pro rata percentage of the reported total decrease in actual average accuracy.

(e) Notwithstanding Subsection (d), if the meter guarantee in the contract is part of a broader guarantee applicable to other energy or water conservation or usage measures or causally connected work under the contract, the amount payable under the meter guarantee for any year during the measurement period is reduced or offset by the difference between:

- (1) the sum of the energy savings and the increase in billable revenues resulting from the other energy or water conservation or usage measures or causally connected work for that year during the measurement period; and

(2) the guaranteed amount of the energy savings and the increase in billable revenues from the other energy or water conservation or usage measures or causally connected work for that year during the measurement period.

(f) A test conducted under this section must be performed in accordance with the procedures established by the International Performance Measurement and Verification Protocol or succeeding standards of the United States Department of Energy.

(g) An engineer conducting a test under this section shall:

(1) verify that the tested meters have been properly maintained and are operating properly;  
and

(2) comply with Section [302.005\(c\)](#).

Added by Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 9, eff. June 16, 2007.

Sec. 302.007. EXEMPTION FROM OTHER CONTRACTING LAW. Chapter [2269](#), Government Code, does not apply to this chapter.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. [628](#)), Sec. 3.04, eff. September 1, 2011.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 22.002(25), eff. September 1, 2013.

TEXAS GOVERNMENT CODE Sec. 2166.406 AND ENERGY SAVINGS PERFORMANCE CONTRACTS and TEXAS EDUCATION CODE Sec. 51.927. ENERGY SAVINGS PERFORMANCE CONTRACTS.

The additional controlling Texas statutes are below and are incorporated in this RFQ verbatim per below.

**TEXAS GOVERNMENT CODE Sec. 2166.406. ENERGY SAVINGS PERFORMANCE CONTRACTS.**

(a) In this section, "energy savings performance contract" means a contract for energy or water conservation measures to reduce energy or water consumption or operating costs of new or existing governmental facilities in which the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period. The term includes a contract for the installation of:

- (1) insulation of a building structure and systems within the building;
- (2) storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;
- (3) automatic energy control systems, including computer software and technical data licenses;
- (4) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;
- (5) lighting fixtures that increase energy efficiency;
- (6) energy recovery systems;
- (7) electric systems improvements;
- (8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;
- (9) water-conserving landscape irrigation equipment;
- (10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:
  - (A) landscape contouring, including the use of berms, swales, and terraces; and

(B) the use of soil amendments that increase the

water-holding capacity of the soil, including compost;

(11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;

(12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;

(13) equipment needed to capture water from nonconventional, alternate sources, including air conditioning condensate or graywater, for nonpotable uses;

(14) metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings; or

(15) other energy or water conservation-related improvements or equipment including improvements or equipment related to renewable energy or nonconventional water sources or water reuse.

(b) Notwithstanding any other provision of this chapter, a state agency, without the consent of the commission, may enter into an energy savings performance contract in accordance with this section.

(c) Each energy or water conservation measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. Notwithstanding Subsection (a), an energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which the public water supply system officials do not have sanitary control to be returned to the potable water supply.

(d) A state agency may enter into energy savings performance contracts only with a person who is experienced in the design, implementation, and installation of the energy or water conservation measures addressed by the contract.

(e) Before entering into an energy savings performance contract, a state agency shall require the provider of the energy or water conservation measures to file with the agency a payment and performance bond relating to the installation of the measures in accordance with Chapter [2253](#). The agency may also require a separate bond to cover the value of the guaranteed savings on the contract.

(f) The state agency may enter into an energy savings

performance contract for a period of more than one year only if the state agency finds that the amount the state agency would spend on the energy or water conservation measures will not exceed the amount to be saved in energy, water, wastewater, and operating costs over 20 years from the date of installation.

(f-1) Notwithstanding other law, the state agency may use any available money, other than money borrowed from this state, to pay the provider of the energy or water conservation measures under this section, and the state agency is not required to pay for such costs solely out of the savings realized by the state agency under an energy savings performance contract. The state agency may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.

(g) An energy savings performance contract with respect to buildings or facilities may be financed:

(1) under a lease/purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing, including a lease/purchase contract under the master equipment lease purchase program administered by the Texas Public Finance Authority under Chapter [1232](#);

(2) with the proceeds of bonds; or

(3) under a contract with the provider of the energy or water conservation measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.

(h) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation measures to guarantee the amount of the savings to be realized by the state agency under the contract. If the term of the contract exceeds one year, the agency's contractual obligation, including costs of design, engineering, installation, and anticipated debt service, in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy, water, wastewater, and operating cost savings, including electrical, gas, water, wastewater, or other utility cost savings and operating cost savings resulting from the measures, as determined by the state agency

in this subsection, divided by the number of years in the contract term.

(i) An energy savings performance contract shall be let according to the procedures established for procuring certain professional services by Section [2254.004](#). Notice of the request for qualifications shall be given in the manner provided by Section [2156.002](#). The State Energy Conservation Office shall establish guidelines and an approval process for awarding energy savings performance contracts. The guidelines adopted under this subsection must require that the cost savings projected by an offeror be reviewed by a licensed professional engineer who has a minimum of three years of experience in energy calculation and review, is not an officer or employee of an offeror for the contract under review, and is not otherwise associated with the contract. In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. An energy savings performance contract may not be entered into unless the contract has been approved by the State Energy Conservation Office. Sections [1001.053](#) and [1001.407](#), Occupations Code, apply to work performed under the contract.

(j) The legislature shall base an agency's appropriation for energy, water, and wastewater costs during a fiscal year on the sum of:

(1) the agency's estimated energy, water, and wastewater costs for that fiscal year; and

(2) if an energy savings performance contract is in effect, the agency's estimated net savings resulting from the contract during the contract term, divided by the number of years in the contract term.

(k) Chapter [2269](#) does not apply to this section.

(1) The guidelines adopted under Subsection (i) must require the State Energy Conservation Office to:

(1) review any reports submitted to the office that measure and verify cost savings to a state agency under an energy savings performance contract; and

(2) based on the reports, provide an analysis, on a

periodic basis, of the cost savings under the energy savings performance contract to the state agency and the Legislative Budget Board until the state agency determines that the analysis is no longer required to accurately measure cost savings.

Added by Acts 1997, 75th Leg., ch. 1142, Sec. 3, eff. June 19, 1997.  
Amended by Acts 1999, 76th Leg., ch. 361, Sec. 3, eff. Sept. 1, 1999;  
Acts 2001, 77th Leg., ch. 573, Sec. 9, 13, eff. Sept. 1, 2001; Acts  
2001, 77th Leg., ch. 1319, Sec. 3, eff. Sept. 1, 2001; Acts 2003,  
78th Leg., ch. 1310, Sec. 58, 121(14), eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 3, eff. June 16, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. [1728](#)), Sec. 4, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. [628](#)), Sec. 3.03, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 22.002(10), eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 537 (S.B. [533](#)), Sec. 2, eff. June 14, 2013.

#### **TEXAS EDUCATION CODE Sec. 51.927. ENERGY SAVINGS PERFORMANCE**

**CONTRACTS.** (a) In this section, "energy savings performance contract" means a contract for energy or water conservation measures to reduce energy or water consumption or operating costs of new or existing institutional facilities in which the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period. The term includes a contract for the installation or implementation of:

(1) insulation of a building structure and systems within a building;

(2) storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;

software and technical data licenses;

- (4) heating, ventilating, or air conditioning system modifications or replacements that reduce energy or water consumption;
- (5) lighting fixtures that increase energy efficiency;
- (6) energy recovery systems;
- (7) electric systems improvements;
- (8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;
- (9) water-conserving landscape irrigation equipment;
- (10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:
  - (A) landscape contouring, including the use of berms, swales, and terraces; and
  - (B) the use of soil amendments that increase the water-holding capacity of the soil, including compost;
- (11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;
- (12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;
- (13) equipment needed to capture water from nonconventional, alternate sources, including air conditioning condensate or graywater, for nonpotable uses;
- (14) metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings; or
- (15) other energy or water conservation-related improvements or equipment, including improvements or equipment related to renewable energy or nonconventional water sources or water reuse.

(b) The governing board of an institution of higher education may enter into an energy savings performance contract in accordance with this section.

(c) Each energy or water conservation measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. Notwithstanding Subsection (a), an energy savings performance contract may not include improvements or



equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which the public water supply system officials do not have sanitary control, to be returned to the potable water supply.

(d) The board may enter into energy savings performance contracts only with entities that are experienced in the design, implementation, and installation of the energy or water conservation measures addressed by the contract.

(e) Before entering into an energy savings performance contract, the board shall require the provider of the energy or water conservation measures to file with the board a payment and performance bond in accordance with Chapter [2253](#), Government Code. The board may also require a separate bond to cover the value of the guaranteed savings on the contract.

(f) The board may enter into an energy savings performance contract for a period of more than one year only if the board finds that the amount the institution would spend on the energy or water conservation measures will not exceed the amount to be saved in energy, water, wastewater, and operating costs over 20 years from the date of installation. If the term of the contract exceeds one year, the institution's contractual obligation in any year during the term of the contract beginning after the final date of installation may not exceed the total energy, water, wastewater, and operating cost savings, including electrical, gas, water, wastewater, or other utility cost savings and operating cost savings resulting from the measures, as determined by the board in this subsection, divided by the number of years in the contract term beginning after the final date of installation. The board shall consider all costs of the energy or water conservation measures, including costs of design, engineering, installation, maintenance, repairs, and debt service.

(g) An energy savings performance contract may be financed:

(1) under a lease/purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing, including a lease/purchase contract under the master equipment lease purchase program administered by the Texas Public Finance Authority under Chapter [1232](#), Government Code;

(2) with the proceeds of bonds; or

water conservation measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.

(g-1) Notwithstanding other law, the board may use any available money, other than money borrowed from this state, to pay the provider of the energy or water conservation measures under this section, and the board is not required to pay for such costs solely out of the savings realized by the institution of higher education under an energy savings performance contract. The board may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.

(h) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation measures to guarantee the amount of the savings to be realized by the institution of higher education under the contract.

(i) An energy savings performance contract shall be let according to the procedures established for procuring certain professional services by Section [2254.004](#), Government Code. Notice of the request for qualifications shall be given in the manner provided by Section [2156.002](#), Government Code. The Texas Higher Education Coordinating Board, in consultation with the State Energy Conservation Office with regard to energy and water conservation measures, shall establish guidelines and an approval process for awarding energy savings performance contracts. The guidelines must require that the cost savings projected by an offeror be reviewed by a licensed professional engineer who has a minimum of three years of experience in energy calculation and review, is not an officer or employee of an offeror for the contract under review, and is not otherwise associated with the contract. In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. A contract is not required to be reviewed or approved by the State Energy Conservation Office.

Sections ~~1001.053~~ and [1001.407](#), Occupations Code, apply to work performed under the contract.

(j) The legislature shall base an institution's appropriation for energy, water, and wastewater costs during a fiscal year on the sum of:

(1) the institution's estimated energy, water, and wastewater costs for that fiscal year; and

(2) if an energy savings performance contract is in effect, the institution's estimated net savings resulting from the contract during the contract term, divided by the number of years in the contract term.

(k) Chapter [2269](#), Government Code, does not apply to this section.

(1) The guidelines established under Subsection (i) must require the Texas Higher Education Coordinating Board to:

(1) review any reports submitted to the board that measure and verify cost savings to an institution of higher education under an energy savings performance contract; and

(2) based on the reports, provide an analysis, on a periodic basis, of the cost savings under the energy savings performance contract to the governing board of the institution of higher education and the Legislative Budget Board until the governing board of the institution of higher education determines that the analysis is no longer required to accurately measure cost savings.

Added by Acts 1991, 72nd Leg., 2nd C.S., ch. 8, Sec. 3.07, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.95(92), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 773, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 165, Sec. 17.19, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1142, Sec. 2, eff. June 19, 1997; Acts 1997, 75th Leg., ch. 627, Sec. 1, eff. June 11, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 4.03, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 361, Sec. 2, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1450, Sec. 1, eff. Sept. 1, 1999; ; Acts 2001, 77th Leg., ch. 573, Sec. 3, 4, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 6, 121(2), eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 2, eff. June 16, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. [1728](#)), Sec. 3, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. [628](#)), Sec. 3.02, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 22.002(7), eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 537 (S.B. [533](#)), Sec. 1, eff. June 14, 2013.

**[CERTIFICATIONS OF OFFER AND SIGNATURE IMMEDIATELY FOLLOWING]**

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

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

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

**Required**

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

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

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

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

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

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

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

**(Required)**

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

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

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

## **EXHIBIT B**

### **VENDOR PROFILE QUESTIONNAIRE**

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

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

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

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

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

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

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

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

**4. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing. **Yes      No**  
  
If answer is no, attach a statement detailing how pricing for 791 PURCHASING COOPERATIVE participants would be calculated.
- Additional discounts for purchase of a guaranteed quantity? **Yes      No**

**5. Processing Information**

- Company billing address where the invoice for the participation fee will be sent by 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 RFQ.**

7. Provide your company's Dun & Bradstreet (D&B) number.
8. Please define your standard terms of payment.
9. Provide a description of your company's relevant market and your position within it.
10. Describe the scope of sales/field support your company would make available to government entities.
11. Describe the scope of training opportunities your company would make available to government entities as needed.
12. 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.
13. Describe how your company handles after-hours customer service needs.
14. Indicate your response time to emergency service calls.
15. Describe your 24/7 service compliance.
16. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
17. Please describe the quality program(s) within your company and the program which measures your service work.
18. List the dollar sales volume your company annually.
19. Describe your call center organization.
20. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days a week?
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. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
24. Describe how your company tracks completion of repairs.



25. Describe how your company manages services calls on a not to exceed amount. Is your company willing to accept a not to exceed amount specified by the government entity or does your company operate with a minimum amount not to exceed; if so, what is that amount?
26. Describe your process for troubleshooting a problem. How does repair get escalated for service?
27. List the total dollar volume your company completes in Government annually.
28. Describe what project scheduling tools your company use to track projects.
29. Describe your company's safety program **performing services**.
30. Provide your company's administrative support resources
31. 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)
32. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?
33. Describe what technical resources your company will provide to support the government entities' projects.
34. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
35. Identify the process of receiving a purchase order and any billing (including progress payments).
36. Does your company require Tax Exempt Forms to be provided by government entities for each purchase order?
37. Describe how your company will invoice the government entity. Include a process map.
38. Discuss the invoicing options your company offers and the payment terms for each.
39. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?

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

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

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

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

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



## EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM

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

**If there are no exceptions, please write N/A and sign it.**

[illegible]

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