7145 West Tidwell Road ~ Houston, Texas 77092
(713) 744-6835
www.esc4.net

Publication Date: August 28, 2014

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Wednesday, October 8, 2014 @ 2:00 PM CDT

Questions regarding this solicitation must be submitted in writing to Robert Zingelmann at questions@esc4.net or (713) 744-6835 no later than *October 1,2014.* All questions and answers will be posted to both www.esc4.net and www.tcpn.org under Solicitations. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)
by

Region 4 Education Service Center ("ESC")

for

Auctioneer Services - Texas

On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network "TCPN."

Solicitation Number 14-20

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CDT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly.

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 Education Service Center ("ESC") must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response,
which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

_____ _____

Date *Authorized Signature & Title*

TABLE OF CONTENTS

A. Introduction……..... p. 6

B. Scope……..…. p. 7

C. Definitions……..... p. 7

D. General Terms and Instructions to Offerors……..p. 8
- Evaluation Criteria…….…… p. 13

E. Appendix A: Vendor Contract Form……..…….. p. 16
- Signature Page……..p. 27

F. Appendix B: Product/Services Specifications…….. p. 28
- Specifications

G. Appendix C: Pricing…….. p. 32

H. Appendix D: General Terms & Conditions Acceptance Form… p. 33
- Vendor Orientation

I. Appendix E: Vendor Questionnaire…… p. 35

J. Appendix F: Company Profile……p. 39
- References

K. Appendix G: Value Add……..…… p. 42

L. Appendix H: Additional Required Documents……....p. 43
- Clean Air and Water Act
- Debarment Notice
- Lobbying Certification
- Contractors' Requirements
- Antitrust Certification Statement

M. Appendix I: Evaluation Questionnaire/Self-Checklist……. p. 49

A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Participating Agencies") solicits proposals from qualified Offerors to enter into a Vendor Contract ("contract") for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being "piggybackable".

Region 4 ESC's purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network ("TCPN")

The Cooperative Purchasing Network ("TCPN") assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for **Auctioneer Services for the state of Texas**. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Auctioneer Services, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any

requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain one (1) bound and signed original copy of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided. Please see format requirements below. Vendor must also submit one (1) electronic proposal free of propriety information to be posted on Vendor information page if awarded a contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. This means that all pages prior to the Appendixes must be included before Tab 1. Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

Tab 1 – Entire Vendor Contract and Signature Form
– General Terms and Conditions Acceptance Form (Appendix D)
Tab 2 – Questionnaire (Appendix E)
Tab 3 – Company Profile (Appendix F, excluding References section)
Tab 4 – Evaluation Criteria Questionnaire (Appendix I)
Tab 5 – Product / Services (Appendix B)
Tab 6 – References (Appendix F)
Tab 7 – Pricing (Appendix C)
Tab 8 – Value Add (Appendix G)
Tab 9 – Required Documents
– Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From_____
Company_____
Address_____
City, State, Zip _____
Solicitation Name and Number _____Due Date and Time_____

V. **Time for Receiving Proposals**: Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

VI. **Inquiries and/or Discrepancies**: Questions regarding this solicitation must be submitted in writing to Robert Zingelmann at **questions@esc4.net** or (713) 744-6835 no later than *October 1, 2014.* All questions and answers will be posted to both **www.esc4.net** and **www.tcpn.org** under **Solicitations**. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

VII. **Restricted and Prohibited Communications with Region 4 ESC:** During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;

- Communications between any director and any member of a selection or evaluation committee; and

- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and

- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

VIII. **Calendar of Events (subject to change)**:

Event	**Date:**
Issue RFP	August 28, 2014
Pre-proposal Conference	None
Deadline for receipt of questions via email	October 1, 2014
Issue Addendum/a (if required)	To Be Determined
Proposal Due Date	October 8, 2014
Approval from Region 4 ESC	December 9, 2014
Contract Effective Date	February 1, 2015

CONDITIONS OF SUBMITTING PROPOSALS

IX. **Amendment of Proposal**: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. **Withdrawal of Proposals**: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. **Clarifications**: Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is

not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. **Negotiations**: Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

XIV. **Best and Final Offer**: Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XV. **Specifications**: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XVI. **Quality of Materials or Services**: Offeror shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

XVII. **Samples**: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

XVIII. **Deviations and Exceptions**: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

XIX. **Formation of Contract**: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

XX. **Estimated Quantities**: Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be from $2 million a year to $5 million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XXI. **Multiple Awards**: membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

XXII. **Non-Exclusive**: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for to sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

XXIII. **Award or Rejection of Proposals**: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory

requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

XXIV. **Evaluation Process**: In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. All services available
2. Pricing for all available services
3. Ability of Customers to verify that they received contract pricing
4. Payment methods
5. Other factors relevant to this section as submitted by the proposer

Performance Capability (30 Points)

1. Ability to deliver and services statewide
2. Customer service/problem resolution
3. Invoicing process
4. Contract implementation/Customer transition
5. Financial condition of vendor
6. Website ease of use, availability, and capabilities related to ordering, returns and reporting
7. Offeror's safety record
8. Instructional materials
9. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (20 Points)

1. Offeror's reputation in the marketplace
2. Reputation of services in the marketplace
3. Past relationship with Region 4 ESC and/or TCPN members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the services within this RFP
10. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. **Competitive Range**: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. **Evaluation**: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the

predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. **Past Performance**: An Offeror's performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. **Proprietary Information**: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

PROTEST OF NON-AWARD

XXIX. **Protest Procedure**: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

LIMITATION OF LIABILITY

XXX. **Waiver**: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____("Vendor")_____and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____

_____ ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure**:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R_____**."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contact whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".

3.2. **Compliance**: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror's Promise**: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents**: Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9 **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures**: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating *"Per TCPN Contract".* The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at **reporting@tcpn.org**. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:

- Vendor Name
- TCPN Contract Number
- Reporting Period/Year
- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)

ARTICLE 9- PRICING

9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested. It is the awarded vendor's responsibility to keep all

pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
0 - $50,000,000	2%
$50,000,001 - $100,000,000	1.75%
$100,000,001 - $150,000,000	1.5%
$150,000,001 - $200,000,000	1.25%
$200,000,001 - $500,000,000	1%
$500,000,001 - $1,000,000,000	0.75%
$1,000,000,000+	0.5%

Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein constitutes a material breach under this Agreement. If not rectified within thirty (30) days of written notice to the awarded vendor, Region 4 ESC reserves the right to deem such a breach of cause for termination of the contract. Region 4 ESC also reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month until paid in full for all Administrative Fees not paid within thirty (30) days after receipt of invoice.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as

required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor 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. Vendor 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 Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

13.1 **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."

13.2 **Disclosures**: Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror 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.

13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN 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 solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.7 **Legal Obligations**: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are

executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank-Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

TCPN Contract Number _____

Appendix B:

SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified licensed professional auctioneers with demonstrated professional competence and experience to provide **Auctioneer Services**. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. The contractor shall assist the end user with making a determination of their individual needs, as stated below.

In accordance with the Texas Department of Licensing and Regulation, Respondents shall provide with their proposal a copy of Auctioneer License and Auctioneer Associates License.

Although this solicitation is specific to Texas, if awarded a contract by Region 4 ESC and at a later date would like to add additional states, a written request from the contract holder must be submitted to TCPN documenting that the Respondent is licensed to do work in that requested state and provide all relevant documentation. It is the intent of TCPN in this document to meet each state's statutory requirements for providing Auctioneer Services in that jurisdiction.

Requirements

1. Respondent shall provide a comprehensive web-based online auction system for disposal of surplus property and material.
2. The web-based auction system shall use the latest Internet technologies to provide an easy to use/user friendly solution for accessing, interacting, communicating and conducting surplus disposal tasks and related activities, including but not limited to program administration, posting of auctions, marketing of auctions, receiving and evaluating bids, blocking bidders, invoicing awarded bidders, and receiving payments.
3. The web-based auction system shall allow the seller to determine and enter auction dates, amount of time bids may be submitted, minimum acceptable bids, bid increment amounts, reserve amounts, and terms of sale.
4. The web-based auction system shall allow the seller to enter a purchase description of the item(s) to be auctioned. The description area, if limited, shall be of sufficient size to provide a complete description of the auctioned item.
5. The web-based auction system shall be equipped with an image capture feature that allows photos to be automatically cropped, scaled and stored for viewing by bidders.
6. The web-based auction system shall allow the seller to conduct multiple and ongoing auctions while complying with all state and local laws and requirements.
7. The web-based auction system shall provide online real time or near real time reporting of bids.
8. An online summary of bid activity shall also be provided.
9. The web-based auction system shall require potential bidders to register prior to submitting a bid.
10. The web-based auction system shall provide the seller with the ability to block certain bidders.
11. The ability to control daily bids and sales must be a feature of the proposed system.
12. The web-based auction system shall be updated and maintained on an ongoing basis to meet current and future needs and requirements, and to resolve system defects and problems.
13. All activities and transactions processed through the web-based auction system must be fully auditable for a period of five (5) years after the transaction.

14. The web-based auction system shall allow the seller to retrieve and print the documentation required to substantiate the surplus disposition and provide a complete audit trail.
15. The web-based auction system shall provide a variety of reports detailing the system's utilization and activities. The reports shall track in-progress and completed activities.
16. A comprehensive log must be available in printed form after each transaction. The transaction log shall include the following: Identification of the seller, description and quantity of each item auctioned, list of all bids, winning bid, summary of invoices issued, and summary of payments received.
17. Respondent shall provide training to the contracting member agency. Training may be web-based. Respondent shall have and maintain a customer help desk to be accessed via telephone and/or email.
18. Respondent shall provide marketing of the web-based auction service to promote utilization of the site by potential buyers.
19. Respondent shall provide links from contracting member agency web sites to auction site.
20. Respondent shall provide contracting member agency a reconciliation report with each admin fee payment to substantiate the amount of the payment.
21. A web-based auction system that provides a seller with the ability to first offer the surplus property for reallocation within the agency is desired.

Substantiating documentation

The information requested below will be used by TCPN to substantiate compliance with the requirements of the solicitation. Respondents are strongly encouraged to provide complete and accurate information. Failure to provide complete information, as requested, may result in a determination of the bid being nonresponsive.

Experience

1. Indicate the number of years Respondent has been in business.
2. Indicate the number of years Respondent's web-based online auction program has been in place.
3. Provide resumes and information on key personnel, including an account manager. Will Respondent commit to the availability of these individuals for work under this contract?
4. Provide a list of current clients. For each client, provide a contact person and contact information, the year the client began using the web-based online auction program, number of online auctions conducted, and online auction dollar volume.
5. Indicate the number of auctions posted on Respondent's website in the last two (2) years. Indicate the number of successful auctions (items were sold), and the number of auctions where the buyer defaulted on the purchase. Information to substantiate the list shall be provided upon request.
6. Indicate how many bidders are currently registered with the Respondent's website.
7. Provide an implementation schedule, including tasks, resources, durations, and dependencies. The implementation schedule should be based upon the number of days after award of a contract.

Software Functionality

1. Provide the URL for Respondent's web-based online auction system.
2. Describe the capabilities and functionality of Respondent's web-based online auction system.
3. Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.
4. Describe how customer feedback (from sellers and buyers) is received, considered and responded to. What is the typical methodology for requesting customization and typical time frame for responding to such a request?

5. Describe the accounting process and online accounting capabilities, including but not limited to documentation of invoicing, payment and non-payment by bidders.
6. Describe the tools and customizations available to the seller for creating auctions, including but not limited to, internal reallocation, dutch or split auctions, reserve prices, minimum bid requirements, bidder deposit requirements, ability to copy previous auctions, ability to repost previous auctions, etc.
7. Describe the tools available to the bidder for participating in auctions, including but not limited to, email notifications, proxy bidding, identity protection, etc.
8. Describe the reporting capabilities available to the seller. Provide sample copies of a transaction log and admin fee payment reconciliation report.
9. Indicate how long auction records are maintained for download by the seller.
10. Describe the system's security capabilities and the privacy protection available to both sellers and buyers.
11. Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.
12. Describe the steps for a member to begin using the web-based auction system.
13. Describe the process for creating and conducting an auction.

Services

1. Describe how Respondent proposes to market the program to potential bidders. Provide samples of marketing efforts that have worked effectively in the past.
2. Indicate the average number of "hits" per day the proposed website receives.
3. Provide samples of instructional documentation that is available to sellers and buyers. Indicate any distribution restrictions that may apply and how often the materials are updated.
4. Describe Respondent's plan to minimize the number of buyers who renege on a purchase and the tools available to seller if this occurs.
5. Describe the types of items commonly sold on the proposed website and any exclusion.
6. Describe training services available to contracting member agencies, sellers and buyers.
7. Describe Respondent's system of technical support. What are the hours and days technical support is available? Do you provide upgrade packages? Distinguish between seller and buyer support.
8. Indicate payment options accepted by bidder (e.g., Visa, MasterCard, AMEX, personal check, cashier's check, money order, etc.).

DISCOUNT & PRICE SCHEDULE

Provide a comprehensive discount and price schedule for your proposal. Describe the fees to be charged for services under the contract including, but not limited to:

Auction Fee

Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items listed below. Proposers should clearly spell out and itemize or delineate all fees, fee structures, discounts and rebate structures, additional costs and/or add-ons, what party is responsible for paying credit card fees, if any, etc.

- Is a fee charged if the auction is not successful (items are not sold)?
- Is the auction fee a percentage of sale price or flat fee?
- Is there a minimum auction fee?
- Is the auction fee the same for all auctions or a scaled fee based upon size of auction or sale price?
- Is the auction fee deducted from or added to the sale price?
- Provide any other information applicable to the auction fee.

Implementation and Training

Indicate the fee or fees to be charged for use of the web-based online auction system. Provide a complete fee schedule for this service. At a minimum, address each of the following items:

- Describe the types of costs, if any, applicable to implementation of the web-based auction program for a contracting TCPN Member Agency or member.
- Describe and provide the costs, if any, applicable to providing training for a contracting TCPN Member Agency or Agency Member.
- Types of costs may include implementation fee, training fee, customization fee, travel, per diem, materials, etc.
- Provide any other information applicable to implementation and training fees.

Technical Support

- Describe and provide fees for technical support services, if any.
- Provide any other information applicable to technical support fees.

System Upgrade & Maintenance

- Describe and provide fees system upgrade and maintenance, if any.
- Provide any other information applicable to system upgrade and maintenance fees.

Other Costs

Describe and provide any other fees or costs applicable to the contract. Provide a complete fee schedule for this service. At a minimum, address each of the following items:

- Is a fee charged for a Member to register on the system?
- Is a fee charged for a potential bidder to register on the system?

Appendix C:

PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Electronic price lists must contain the following: *(if applicable)*
    - Manufacturer part #
    - Vendor part # (if different from manufacturer part #)
    - Description
    - Manufacturers Suggested List Price and Net Price
    - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

TCPN®
The Cooperative Purchasing Network

Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between *January 5, 2015 and January 23, 2015*.

If awarded, our company will plan to attend vendor orientation on_____.

Potential attendees will include:

Signature:_____ Date:_____

Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **States Covered:**
   Only Texas is being addressed in this solicitation.

2. **Diversity Programs**
   - Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☐No
   - If the answer is yes, do you plan to offer your program or partnership through through TCPN ☐Yes ☐No

   (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

   - Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company? ☐Yes ☐No

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

3. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

   It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

   a. **Minority Women Business Enterprise**
   Respondent certifies that this firm is an MWBE ☐Yes ☐No
   List certifying agency: _____

   b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
   Respondent certifies that this firm is a SBE or DBE ☐Yes ☐No
   List certifying agency: _____

   c. **Disabled Veterans Business Enterprise (DVBE)**
   Respondent certifies that this firm is a DVBE ☐Yes ☐No
   List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB ☐Yes ☐No

List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone ☐Yes ☐No

List certifying agency: _____

f**. Other**
Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No
List certifying agency: _____

4. **Residency**

Responding Company's principal place of business is in the city of _____State of ___.

5. **Felony Conviction Notice**

Please check applicable box:

☐ 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 third box is checked a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____Fax:_____

Email:_____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

☐ Manufacturer direct ☐ Certified education/government reseller

☐ Authorized distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other _____

8. **Pricing Information**

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

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

- Pricing submitted includes the required administrative fee. ☐Yes ☐No

  (Fee calculated based on invoice price to customer)

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

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Appendix F:

COMPANY PROFILE

Please provide the following:

1. Company's official registered name.

2. Brief history of your company, including the year it was established.

3. Company's Dun & Bradstreet (D&B) number.

4. Corporate office location.

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
   a. Sales
   b. Sales Support
   c. Marketing
   d. Financial Reporting
   e. Executive Support

8. Define your standard terms of payment.

9. Who is your competition in the marketplace?

10. Overall annual sales for last three (3) years; 2011, 2012, 2013.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2011, 2012, 2013.

12. What is your strategy to increase market share?

13. What differentiates your company from competitors?

14. Describe the capabilities and functionality of your firm's on-line website.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

    a. A co-branded press release within first 30 days
    b. Announcement of award through any applicable social media sites
    c. Direct mail campaigns
    d. Co-branded collateral pieces
    e. Advertisement of contract in regional or national publications
    f. Participation in trade shows
    g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
        i. TCPN and Region 4 ESC Logo
        ii. Link to TCPN and Region 4 ESC website
        iii. Summary of contract and services offered
        iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

19. Explain how your company plans to market this agreement to existing government customers.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

21. Describe how you intend on train your sales force on the Region 4 ESC agreement.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

    $_____ in year one

    $_____ in year two

    $_____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

25. Describe the capacity of your company to report monthly sales through this agreement.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing**,** and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name
Contact Name and Title
City and State
Phone Number
Years Serviced
Description of Services
Annual Volume

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Clean Air and Water Act

DOC #2 Debarment Notice

DOC #3 Lobbying Certification

DOC #4 Contractors Requirements

DOC #5 Antitrust Certification Statement

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor:_____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

Potential Vendor:_____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

DOC #3

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned,
   to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____ _____

Signature of Respondent Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

_____
Signature of Respondent

_____
Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____

_____

_____

Address _____

_____

_____

Phone _____

Fax _____

Offeror _____
Signature

_____
Printed Name

_____
Position with Company

Authorizing Official

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix I:

EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all and services being proposed listed under APPENDIX B on a corresponding electronic device? ☐Yes ☐No

2. Is there a price list for all available services on a corresponding electronic device? ☐Yes ☐No

3. Did you provide the warranty information that is offered by your company? *(if applicable)* ☐Yes ☐No

4. Will customers be able to verify they received the contract price? ☐Yes ☐No

   Please explain how they would verify the contract price.

5. What payment methods do you accept?
   A. _____ B. _____

Performance Capability (30 Points)

1. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? ☐Yes ☐No

2. What is your company's current invoicing process?

3. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? ☐Yes ☐No

4. Did you provide your Dun & Bradstreet number? ☐Yes ☐No

5. Did you provide information on your website capacities as per APPENDIX F, Question 14 ☐Yes ☐No

Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?

2. What is the reputation of your products and/or services in the marketplace?

3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).

4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6? ☐Yes ☐No

5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? ☐Yes ☐No

6. What past experience does your company have working in the government sector?

7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? ☐Yes ☐No

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? ☐Yes ☐No

9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? ☐Yes ☐No

10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? ☐Yes ☐No

11. Did you list and submit all applicable M/WBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? ☐Yes ☐No

Value Add (10 Points)

1. Did you submit a marketing plan as per APPENDIX F, Question 17? ☐Yes ☐No
2. Did you provide a sales training plan as per APPENDIX F, Question 21? ☐Yes ☐No