



3991 East 29th St.
Bryan, Texas 77802
(979) 595.2801, Ext 2035
www.psabuy.org

REQUEST FOR PROPOSAL

NO. 13-102

“eProcurement Solutions”

DATE ISSUED: Tuesday, April 9, 2013

**SEALED PROPOSALS TO BE SUBMITTED BY:
Thursday, May 9, 2013 @ 2:00 p.m. C.S.T.**

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INTRODUCTION

BACKGROUND

PSA is a "Government-to-Government" procurement service for Local Governments, Districts, Political Subdivisions, Authorities, and qualifying Not-for-Profit Corporations (End Users). End Users become Members of Purchasing Solutions Alliance by executing an Interlocal Purchasing Agreement, which is free of cost and imposes no minimum spending requirements. PSA, acting on behalf of Members, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased any of our member local governments, districts, and other public agencies across the nation during the contract term. Members using the Program issue purchase orders directly to PSA contractors.

Visit www.psabuy.org and click on the Membership tab in the main menu to view and/or download a list of PSA member agencies that have currently entered into Cooperative Interlocal Purchasing Agreements with PSA, eligible to participate in any subsequent contract.

GENERAL PROPOSAL INFORMATION

Purchasing Solutions Alliance (PSA), a non-profit cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG) is soliciting proposals from experienced and qualified vendors to provide electronic procurement (eProcurement) Solutions to PSA Members and/or prospective Members.

PSA is conducting this procurement with the objective of establishing a contract for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value in being awarded a competitively bid public sector cooperative contract. PSA contractors have the advantage of promoting sales to governmental entities and the ability to sell services without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe a PSA contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

POINT OF CONTACT (POC)

The sole POC for purposes of this RFP prior to the award of any contract is:

Michael Lucas, Program Manager
Purchasing Solutions Alliance
3991 East 29th St.
Bryan, Texas 77802
(979)595-2801 Extension 2035
mlucas@bvcog.org
www.psabuy.org

Vendors are advised that, after the formal RFP has been issued, email is the primary medium through which questions, comments, and suggestions may be offered for consideration by PSA and the participating entities during the RFP process. Contact with any other BVCOG or PSA employee or official is prohibited without prior written consent from the PSA Program Manager. Failure to observe this requirement may be grounds for rejection of the proposal.

SCHEDULE OF EVENTS

Tentative schedule for this RFP is as follows:

Release Formal RFP to Vendors.....	April 9, 2013
Deadline for Questions.....	April 23, 2013 @ 5:00 p.m.
Deadline for Posting Addendum & Question Responses.....	April 25, 2013
Proposal Submission Deadline and Opening Date.....	May 9, 2013 @ 2:00 p.m.
Proposals Review/Preliminary Scoring.....	May 13-17, 2013
Negotiations, Best and Final Offers.....	May 20-31 2013
Anticipated Award of Contract.....	June 3, 2013

PSA reserves the right to change the dates in the schedule of events above.

In the case of inclement weather or any other unforeseen event causing the BVCOG/PSA office to close for business or delay opening, the submission deadline will be extended with an addendum. If inclement weather conditions or any other unforeseen event causes delays in carrier service operation, PSA may issue an addendum to extend the deadline. It will be the responsibility of the vendor to notify PSA of their interest in the project if these conditions are impacting their ability to turn in their submission within the stated deadline. PSA reserves the right to make the final judgment call to extend any deadline. Information will be sent to all known vendors interested in the RFP when it becomes available.

PROPOSALS DUE (CLOSING) DATE

Sealed proposals for **RFP # 13-102** will be accepted until **2:00 p.m. C.S.T., Thursday, May 9, 2013**. Any proposal received after the above closing time will be returned unopened. Sealed proposals must be delivered to the POC identified above, on the previous page.

CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- a. If Offeror is in doubt as to the meaning of any item in this RFP, a written request for clarification may be submitted to PSA. **Questions must be submitted via email to the individual identified above prior to 5:00 p.m. CST on Tuesday, April 23, 2013.** PSA shall not be responsible for late delivery. Contact with any other BVCOG or PSA employee or official is prohibited without prior written consent from the PSA Program Manager. Failure to observe this requirement may be grounds for rejection of the proposal.
- b. Requests shall be transmitted by email to the individual identified above, and should clearly reference this RFP number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- c. Any interpretation of RFP documents, if made, will be by written Addendum duly issued by PSA. A copy of such Addendum will be posted at **www.psabuy.org** and emailed to each person officially on record as having been sent a copy of this RFP, or registered as an interested vendor via our website. PSA will not be responsible for any other explanation or interpretation of the RFP documents made or given prior to the award of the contract.
- d. Prospective Offerors are advised that, after the RFP has been issued, email is the primary forum through which comments and suggestions may be offered for consideration by PSA prior to continuation of the RFP process.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify PSA prior to the opening of responses.

NOTIFICATION

PSA uses multiple channels for the notification and dissemination of all RFP's. Approved methods of dissemination include the PSA website or the PSA office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal non-compliant. PSA accepts no responsibility for the receipt or notifications of solicitations through any other source.

Specifications and Information for Vendors is on file and may be examined at the Purchasing Solutions Alliance Office at 3991 East 29th St., Bryan, Texas 77802 or may be obtained by download from our website at www.psabuy.org.

REVISIONS TO THE RFP

If it becomes necessary to revise this RFP before the due date for proposals, addenda will be communicated via email to each vendor officially on record as having received a copy of the RFP or registered as an interested vendor via our website.

Acknowledgment of the receipt of all addenda to this RFP issued before the proposal due date must accompany the vendor's proposal. Failure to acknowledge receipt of amendments does not relieve the vendor from complying with all terms of any such amendment.

EXCEPTIONS TO THE RFP

Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in the vendor's response to the RFP and will be considered in the evaluation process.

DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Bidder - Any entity that submits a competitive proposal to this RFP. (See "**Offeror**")

Brazos Valley Council of Governments (BVCOG) - A political subdivision of the State of Texas that serves as a vehicle for local governments to cooperatively identify needs, develop responses, implement solutions, eliminate duplication and promote the efficient and accountable use of public resources, and to improve the quality of life. (See "**Purchasing Solutions Alliance**")

Change Order - Request by **PSA** or an **End User** for a change in the composition of an already submitted purchase order, for example to change terms and conditions, quantity ordered, add or delete items, etc.

Contract - Specifically, a contract between **PSA** and a successful **Offeror** which is executed based on an award made pursuant this RFP.

Contractor - The contracted business entity responsible for fulfilling a contract executed pursuant to this RFP. (Also named as the "Company")

Dealer/Distributor - A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

End User - (See "**Participant**" and "**Member**")

FOB Destination - Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller.

Member - Authorized Participant in the **PSA** Purchasing Program. (See “**Participant**” and “**End User**”)

Offeror - Any entity that submits a competitive bid or proposal in response to this RFP. (Same as “**Bidder**” or “**Proposer**” or “**Company**” or “**Vendor**” or “**Firm**”)

Participant - Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Agreement for cooperative purchasing services with **PSA**. Eligible participants include municipalities, counties, school districts, state agencies, non-profits performing a governmental function, special districts, political subdivisions and universities/colleges of the State of Texas or any other state.

Proposer - Any entity that submits a competitive proposal in response to this RFP. (See “**Offeror**”)

Purchaser - The **End User** or “**Customer**” having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See “**End User**”)

Purchasing Authority - The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body.

Purchasing Solutions Alliance (PSA) - A cooperative purchasing program for public agencies established by the Brazos Valley Council of Governments (BVCOG) under the Interlocal Cooperation Act of the State of Texas.

Response - All or part of any offering submitted in response to this RFP.

Request for Proposals (RFP) - This formal written document requests from vendors and/or service providers a proposal for various goods and services, certain professional services, insurance and high technology items and includes a request for proposed prices and fees. Unlike an invitation for bids, the proposals received in response to a RFP can and will be negotiated with the top ranked firm.

Vendor - A manufacturer's representative or dealer authorized to make sales and supply parts and service. Vendor is a generic term applied to individuals and companies alike that provide goods and services.

TERMS AND CONDITIONS

OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered shall be acceptable to PSA and the End User only insofar as it MEETS or EXCEEDS the specifications and requirements of this RFP.

SPECIFIC DESCRIPTIVE REFERENCES

PSA is committed to obtaining its goods, products and services at the lowest price possible which benefits all member agencies. Therefore, in order to accomplish this objective/goal, it is not the intention of PSA neither to exclude particular vendors or manufacturers nor to create restrictive situations in its RFP's. Any vendor's/manufacturer's names, trade names, brand names, price list numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. PSA shall be the sole judge on whether the alternate product and/or service is similar to, equal to or equivalent to and in compliance with that specified. The decision of PSA shall be final.

INSPECTION / TESTING

All Products sold pursuant to this RFP shall be subject to inspection/testing by or at the direction of PSA and/or the ordering End User, at the delivery destination. In the event a Product fails to meet or exceed all requirements of this RFP, and unless otherwise agreed in advance, the cost of any inspection and/or testing shall be borne by the Contractor.

REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude Offeror from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual End User.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

MANUALS

If applicable and unless otherwise specified or superceded herein, each Product delivered under a PSA contract, and if applicable, any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder.

WARRANTIES, SALES & SERVICE

Unless otherwise addressed, the following requirements shall apply:

- a. Offeror must be the manufacturer or properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the RFP or under any PSA contract.
- b. Warranties shall be manufacturer's standard, but in no event for a period of less than one year, and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- c. Any warranties offered by a dealer shall be in addition to the manufacturer's warranty, and shall not be a substitute. Offeror's base price for any Product shall be inclusive of the warranty.
- d. Complete warranty information will be included in the response to this RFP and supplied to End User upon request.
- e. Offeror is encouraged to offer improved warranties and/or extended warranties as an option.
- f. Warranties submitted with the Response, so long as they meet the minimum requirements set forth herein, shall be in lieu of all other warranties expressed or implied, all other representations to PSA and/or the End User Agency, and all other obligations or liabilities including liability for incidental or consequential damage on the part of Offeror. Neither PSA nor End User assume any warranty or liability on Offeror's behalf unless made or assumed in writing, initiated by Offeror, and agreed to in writing by PSA or the End User respectively.
- g. Contractor shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

PRODUCT DELIVERY

Unless otherwise addressed, the following requirements shall apply:

- a. "F.O.B. to customer's destination, freight prepaid". Responsibility and liability for loss and/or damage pass to End User at the delivery destination after receipt and acceptance have taken place.
- b. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be generally stated in the Response. Actual delivery for any particular order must be confirmed with End User at time of order placement.
- c. Contractor shall advise End User prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with End User's requirements, providing only that such arrangements do not contravene any requirement of the PSA contract unless agreed to by Contractor.

NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of PSA or any Member of the cooperative purchasing program shall be considered factual or binding with regard to this RFP, or any contract awarded as a result of this RFP. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated in written form.

ORDER OF PRECEDENCE & AWARD OF CONTRACT

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

With authority granted by the BVCOG Board of Directors, a written contract shall be presented to the successful Offeror, and shall be subject to acceptance by the successful Offeror within ten (10) calendar days after presentation by PSA. If a contract is not executed within ten (10) calendar days, PSA may rescind the contract offer and award a contract to the next Offeror in order of rank as determined by PSA.

This Invitation includes a sample Contract listed as Exhibit A. The actual final contract will be the same or nearly the same as the sample contract. The successful Offeror will be expected to sign such a contract with PSA. Substantial and/or material changes to the sample Contract will not be considered. Minor exceptions must be specifically requested in the Offeror's formal proposal to PSA. PSA reserves the right to rescind the contract offer and award a contract to the next Offeror in order of rank as determined by PSA in cases whereby the Offeror's request for exceptions are not in the best interest of PSA and its members. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to PSA.

The Contract shall consist of the documents identified herein and in order of precedence: **1.** The text of Exhibit A Sample Contract form as amended through contract negotiations prior to award, **2.** This RFP including all terms and conditions, any relevant addenda, and **3.** CONTRACTOR's Response to the RFP, including but not limited to, prices and options offered and finally negotiated/amended and attached.

CONTRACT TERM

This contract shall become effective from date of acceptance and approval by the BVCOG Board of Directors or designee. It shall remain in full force and effect for a period of two (2) years. The contract shall be in effect throughout this period and thereafter until such time as any outstanding orders against the contract have been fulfilled.

The contract may be extended if deemed by PSA to be in the best interests of the Program, and subject to mutual agreement of the parties. PSA shall have the option of extending this contract, subject to review of the service provided by the Contractor, for three (3) additional one (1) year terms to be extended one (1) year at a time. This action does not require specific BOD approval. Contracts are extended upon mutual agreement of both Vendor and PSA.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.005 (b) concerning non-appropriation clauses for multi-year contracts. Each participating member reserves the right to rescind the contract if it is determined that funding is not available.

CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by Contractor and the End User agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by Contractor to PSA.

DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, PSA and the End User reserve the right to use the statement or term most favorable to PSA and/or the End User.

TAXES

PSA and End User participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Offeror shall not include any such taxes in the Response. Further, it shall be the responsibility of Contractor to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of Contractor's Drug-Free Workplace policy shall, on request, be furnished to any End User.

PRODUCT NOTICES & MAILINGS

PSA is NOT the owner of Products sold pursuant to this RFP, but acts only in the capacity of purchasing agent. In that regard, Contractor accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the End User of record.

HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Administration Fee or Rebate may be provided after contract award. Established procedures may be changed at any time by PSA as may be dictated by efficient business practice. The particulars of any sale (e.g. specific products, pricing, delivery, warranty, etc.), will be in strict accordance with the terms and conditions of this RFP and the specific contract awarded to Contractor. Beyond that:

- a. For any particular procurement to be made under the provisions of a PSA contract, End User and Contractor will discuss requirements and agree as to what will be provided.
- b. Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor's PSA contract.
- c. Contractor will deliver products/services ordered, and will invoice End User for products/services accepted by End User. (See other Sub-Section herein dealing with Product Delivery.) Contractor will not invoice before delivery of products and/or services has been made.
- d. End User will pay Contractor for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to End User for any cost related to a purchase order issued to Contractor for products/services covered by a PSA contract, such invoice shall be forwarded to Contractor and Contractor will take action to correct the error.

PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Offered prices are expected to be held firm for a minimum of one (1) year from contract effective date. Thereafter, changes will be considered if accompanied by sufficient justifying documentation satisfactory to PSA.
- c. In the case of specifically identified price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar day written notice and an explanation of the changes to products and pricing. PSA will respond with written approval.
- d. The specific number and product mix featured in the Catalog(s) may change during the course of the Agreement as manufacturers introduce new products and discontinue others, or as the Contractor makes adjustments to the project lines they wish to sell.
- e. No price change will be allowed unless it has been reviewed and approved by PSA in writing. Contractor must have received PSA's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- f. Price change requests shall include PSA forms, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MS Excel format to facilitate analysis and updating of the website.
- g. Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that Contractor's actual costs have

increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by PSA, but no price increase based solely on an increase in the PPI will be allowed.

- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, Contractor may increase Product pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to PSA prior to taking effect.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, Contractor may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and PSA will consider the request immediately upon receipt.
- j. PSA reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, PSA may at its sole discretion elect to make a contract award to the next low Offeror for the item, or take any other action deemed by PSA to be in the best interests of End Users, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise PSA of the details. If the new item is equal to or better than the originally contracted item, the new item shall be approved as a replacement. Otherwise PSA may allow or reject the change, or take any other action deemed by PSA to be in the best interests of End Users, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise PSA of the details. PSA may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, PSA may elect to make a contract award to the next low Offeror for the item, or take any other action deemed by PSA to be in the best interests of End Users, at its sole discretion.

FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

COURT JURISDICTION

PSA and the successful Contractor will agree that the "PSA" contract awarded from this Request for Proposal shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

Disputes between End User and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify PSA of such disputes.

PSA ADMINISTRATION FEE

A minimum 2% Administration Fee shall be collected by PSA from the Contractor for all sales which are based on a PSA contract. The fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total billed amount by the final negotiated fee percentile. Contractor will remit the total Administrative Fee due with the administrative report described elsewhere.

All proposed prices, fees and discounts shall consider the required minimum Administration Fee and shall be all inclusive prices. Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy. In no case shall End Users be invoiced any amount or fee that exceeds the Contractor's proposed and finally negotiated contract pricing/fee schedules. More specific instructions and information regarding handling of purchase orders and the administrative fee may be provided after contract award. The established procedures for payment and reporting sales stated within this RFP may be changed at any time by PSA as may be dictated by efficient business practice.

PERFORMANCE UNDER CONTRACT

PSA is committed to insuring that Contractor provides effective and efficient service to all Participants in the cooperative purchasing program, and expects that certain performance conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- a. Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: 1) supporting the marketing and management of the Contract, 2) facilitating dispute resolution between the Vendor and a Customer, and 3) advising PSA of Vendors performance under the terms and conditions of the Contract. PSA reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of PSA, adequately serving the needs of the cooperative purchasing program.
- b. Appoint a dedicated and qualified representative(s) to be the contact person(s) and focal point for all matters relating to End User quotations and orders. The representative shall have: a toll free phone number with voice mail; a fax number; a working e-mail address; and a postal address.
- c. Ensure that the representative timely monitors all communication modes listed above, and promptly responds to communications from End Users and PSA in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- d. Maintain sufficient qualified staff to promptly process all communications from PSA or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
- e. As may be requested by PSA, replace any staff members who are not providing the service and expertise deemed necessary by PSA for acceptable support of PSA, Prospects and End Users.
- f. Properly prepare and provide to End User when requested a Contract Pricing Worksheet or a quotation in other format as approved by PSA, and in any event for each and every order that is to be executed. This requirement is waived whenever the Contract Specifications and Scope of Services require other pricing means and mechanisms.
- g. Furnish, on request of PSA, reasonable data, forms and graphic material to be used in brochures or other print media, or on PSA's website.
- h. Allow access to PSA authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending through the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.
- i. Reporting and Fee Payment Requirements:

Contractor agrees to submit written monthly reports and payment to PSA for all transactions/sales during the previous month. Such reports shall include, but are not limited to the following:

1. End User name
2. Product/Service purchased, including Product Code if applicable and itemized according to the final negotiated cost proposal with PSA
3. End User Purchase Order Number
4. Purchase Order Date
5. Product/Service dollar amount
6. PSA Administrative Fee amount

Reports must be provided to PSA in an Excel or other acceptable electronic format. Reports shall be submitted with the PSA Administrative Fee by the 20th day of the month following the applicable month being reported. If Contractor fails to submit to PSA in a timely and satisfactory manner any such payment, report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

- j. Should Contractor default in providing Products or Services as required by this RFP and the contract, recourse may be exercised through cancellation of the contract and other legal remedies as may be appropriate.

INSURANCE

Unless otherwise stipulated, Contractor must have the following insurance and coverage minimums and strictly adhere to the following requirements. The policies hereunder, shall contain a waiver of transfer of rights of recovery (subrogation) against BVCOG, PSA, its agents, representatives, officers, directors, officials, employees and member entities for any claims arising out of Contractor's work or service.

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Limit of liability not less than \$1,000,000 per occurrence. Contractor agrees to maintain Commercial General Liability providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.
- b. **WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE:** Contractor shall maintain workers compensation insurance for statutory limits and employer's liability insurance with limits not less than \$500,000 each accident and \$500,000 by disease. Contractor waives all rights against BVCOG, PSA and End Users for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or umbrella liability insurance obtained by Contractor. Contractor shall provide evidence of this by Waiver of Subrogation in favor of the BVCOG and End Users.
- c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor waives all rights against the BVCOG, PSA and End Users for recovery of damages to the extent these damages are covered by the business auto policy or umbrella liability insurance obtained by Contractor or under any auto physical damage coverage. If the Contractor does not own the automobiles and furnishes satisfactory evidence of this, then this requirement may allow the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.
- d. **UMBRELLA or EXCESS LIABILITY:** Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse PSA and the End User as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.
- e. **CONTRACTOR'S INSURANCE TO BE PRIMARY:** Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by PSA or any End User for liability arising out of operations under the contract.
- f. **DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION:** Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.
- g. **RIGHT TO REVIEW AND ADJUST:** PSA reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, PSA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

- h. **SUBCONTRACTOR'S INSURANCE:** Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.
- i. **CERTIFICATE OF INSURANCE:** Contractor shall furnish PSA and the End Users with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to PSA. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given PSA.
- j. In the event PSA is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. PSA or any End User reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the PSA or any End User shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense. Insurance coverage shall be in effect for the length of any contract made pursuant to this RFP, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

CONTRACTOR ORIENTATION/TRAINING

Contractor's familiarity with the operational policies and requirements of the PSA cooperative purchasing program is a key factor in achieving End User satisfaction. In that regard, the Contact Person listed on Form No. 1, or an alternate, shall be required to complete orientation/training as soon as possible after contract award.

In addition, PSA may require similar orientation/training from the Contractor in order to effectively assist in the marketing effort of the Contractor's services. PSA and Contractor shall provide this training at a time and place to be jointly determined.

LEGAL & CONTRACTUAL REMEDIES

Resolution of Protested Solicitations and Awards

Procedure: Any actual or prospective Offeror or Contractor who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Program Manager of PSA by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of State or Federal law (if applicable). Failure to receive a procurement award from PSA in and of itself does not constitute a valid grievance. Upon receipt of grievance, the PSA Program Manager will initiate the informal resolution process.

Resolution: The PSA Program Manager shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of receipt of the

complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to all parties of the resolution with specifics on each point addressed in the original complaint.

Appeals: The complainant may appeal the PSA Program Manager decision by submitting a written appeal, within five (5) working days, to the Executive Director of BVCOG. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of BVCOG has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction located in Brazos County, Texas.

Resolution of Contract Disputes

Upon breach or default, PSA shall give the Contractor written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of PSA, default will be declared. Upon breach of contract or default, PSA may exercise any and all of its rights afforded by law, including but not limited to those referenced herein.

Solicitations or Awards in Violation of the Law

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by PSA.

OUT OF STATE SALES OPPORTUNITIES

The PSA Cooperative Purchasing Program was established to provide purchasing services to local governments in the State of Texas. In addition, Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for PSA to provide purchasing services to local governments in other states as well. With that authority, PSA wishes to make contracted products and/or services available to out of state local governments, state agencies, political subdivisions, districts and non-profit agencies. Therefore, once a contract is awarded, Contractor is strongly encouraged to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following:

Contractor may sell through PSA out of state. If the market structure in which Contractor operates requires a contract assignment for such out of state sales, PSA will allow Contractor to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by PSA.

FRANCHISE TAX

The vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

PUBLICITY & MARKETING

PSA requires Contractors to "market" the contract, and will provide information and artwork to be used in published promotional materials. However, any publicity or published material released by Contractor referencing the contract, whether in the form of a press release, flyer, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by PSA. In addition, the Contractor will be required to provide the items and/or services listed herein.

The intent of these requirements is to form a basis through which the successful Contractor and PSA can jointly and effectively market the Contract. The successful Contractor will be consulted on a regular basis and asked to evaluate the on-going marketing plan and to submit recommendations for

improvements. The objective is to maintain a cost efficient and highly productive means of marketing the Contractor, PSA and a high value contract.

Offerors shall include a marketing plan which addresses Publicity & Marketing Item's 1 – 5 in the response to this RFP.

- 1. Press Release:** A press release, including logos, brands and taglines for PSA's use in various marketing campaigns, shall be provided electronically within ten (10) days of the date the contract is executed. The development of the text and format of the press release shall be a joint effort between the Contractor and PSA. Examples of PSA approved press releases are available at: www.psabuy.org.
- 2. Sales Brochures:** A formal sales brochure shall be prepared and submitted in hard copy and electronic form and in sufficient quantities for PSA's use in marketing the Contractor's offerings through the PSA contract within thirty (30) days of the date the contract is executed. The brochure shall be co-branded, contain detailed information about the PSA program, the Contractor, the offerings and contact information for the designated person(s) familiar with the contract offerings. The brochure shall be presentation quality and provide a highly favorable impression of PSA, the Contractor and the program. PSA will assist in the development of this brochure by providing PSA specific information, logos and feedback on the style and text included in draft versions.
- 3. Web Site:** In addition to the requirement that PSA Contractors maintain a general use web site, the Contractor shall provide an active and live landing page(s). The page(s) shall be co-branded and specifically devoted to the PSA/Contractor offering to its members and be available to the public within thirty (30) days of the date the contract is executed. The page shall contain detailed information about the PSA program, the Contractor, the offerings, and the contact information for the designated person(s) familiar with the contract offerings.
- 4. Net Price Catalog:** Certain PSA awarded contracts require Contractors to provide a full-line net priced catalog in hard copy and/or made available to members through the Contractor's web site and the customized landing page referenced above. **Offerors shall address their capabilities in this regard within the formal proposal submitted in response to this RFP.**
- 5. Marketing:** **The successful Contractor will be required to market the PSA contract to members and prospective members through various means including email notifications, direct mail, telemarketing and direct contact. PSA will share contact information for all current members and provide the Contractor with prospect contact information. The Contractor shall consistently market the contract throughout the term and maintain a coordinated effort with the PSA Program Manager.**

PSA Logo

The successful Vendor may use the PSA logo in the promotion of the contract to customers with the following stipulations: (1) the logo may not be modified in any way, (2) when displayed, the size of the PSA logo must be equal to or smaller than the Vendor logo, (3) the PSA logo is only used to communicate the availability of products and services under the contract to customers, and (4) any other use of the PSA logo requires prior written permission from PSA.

Vendor Logo

PSA may use the Vendor's name and logo in the promotion of the contract to communicate the availability of products and services under the contract to customers. Use of the logos may be on the PSA website or on printed materials. Any use of Vendor's logo by PSA must comply with and be solely related to the purposes of the contract and any usage guidelines communicated to PSA from time to time. Nothing contained in the contract will give PSA any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by the Vendor.

RESPONSE REQUIREMENTS

STRUCTURE OF RESPONSE

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state and federal laws. Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling through independent dealerships, etc. PSA's objective is to ensure that End Users, no matter where located, can buy contracted products/services and receive high quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this RFP. Therefore, responses to this RFP shall consider these performance requirements.

BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications may be materially different from those in the original Request for Proposal. It is Offerors sole responsibility to thoroughly examine and review all documentation associated with this RFP, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this RFP which may be required prior to the Response due date will be posted at www.psabuy.org and delivered to those prospective Offerors of record who have previously obtained a copy of this RFP from PSA. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. Offeror shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this RFP and is solely responsible for understanding and compliance.
- d. PSA shall not be liable for Offeror's incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of PSA.
- e. Offeror shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this RFP. No plea of ignorance by Offeror stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying PSA's requirements, or Offeror's/Contractor's obligations or entitlements.
- f. There is no expressed or implied obligation for BVCOG or PSA to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal, and BVCOG - PSA will not reimburse responding firms for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
- g. Requests for changes to the requirements or specifications herein must be in writing (e-mail) and must be received by PSA no later than the deadline established in the RFP Schedule. PSA will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to email addressees of record. In any event, it is Offeror's sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- h. By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this RFP.
- i. Offeror is advised that all PSA contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- j. Offeror/Contractor must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having

jurisdiction. It is Offeror/Contractor's responsibility to ensure that this requirement is met, and to supply to PSA upon request, copies of any license, permit or other documentation bearing on such compliance.

- k. Unless otherwise established elsewhere in this RFP, NO minimum purchase quantities or spending levels are provided or guaranteed by PSA or any Participant.
- l. This RFP is not meant to restrict competition, but rather is intended to facilitate open, fair and unrestricted competition.
- m. Responses which are 'qualified' with conditional clauses, or alterations of or exceptions to any of the terms and conditions in this RFP may be deemed non-compliant at PSA's sole discretion.
- n. The term 'Offeror', or derivative thereof, shall become synonymous with "Contractor" or "Company" or "Vendor" for any successful Offeror recommended for a contract pursuant to this RFP.
- o. PSA reserves the right to:
 - Reject any and all offers received in response to this RFP.
 - Reject any part of an offer received in response to this RFP.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price Offeror.
 - Accept responses and award contracts to as many or as few Offerors as PSA may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this RFP, or any requirements herein.
 - Hold discussions with Offerors, although award may be made without discussion.
 - Request an Offeror to give a presentation of the Response at a time and place scheduled by PSA.
 - Exercise any of these rights at any time without liability to any Offeror.
- p. PSA reserves the right to determine that conditions exist which prevents the public opening of responses on the date/time advertised, and to reschedule the public opening for a future date and time. Responses received by PSA by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

PERFORMANCE BOND

If deemed necessary, the End User may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work. Determination of the appropriateness and amount of any performance bond requirement, is the sole responsibility and at the sole discretion of the End User.

CONFIDENTIAL / PROPRIETARY MATERIALS

PSA uses its best efforts to follow the intent of the Texas Public Information Act (the "Act"). If Offerors proposal contains material noted or marked as "confidential" and/or "proprietary", and that material in PSA's sole opinion meets the disclosure exemption requirements of the Act, then that information will not be disclosed pursuant to a request for public documents. If PSA does not consider such material to be exempt from disclosure under the Act, the material will be made available to the public regardless of the notation or markings. **If an Offeror is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Act, then it shall not include such information in the proposal.**

REFERENCES

- a. Offeror shall list the names of at least five (5) public/government agencies within the State of Texas which have purchased from Offeror products or services similar to those covered by this RFP, within the last two (2) years. PSA reserves the right to determine if such products or services are appropriately similar.

- b. Each reference shall be a public, government or education agency and include the following:
 - Agency Name
 - Contact Persons Name
 - Address
 - Phone
 - E-Mail
- c. Other information, including criticism however learned, may be used by PSA in evaluation of responses.

PROMPT PAYMENT DISCOUNTS

- a. Progress, prompt and special discounts of any kind may be offered and detailed in the attached Cost Proposal forms. Such discounts shall be clearly stated and may be a determining factor in awarding contracts.
- b. Quantity discounts applicable to similar Products sold to one or more End User Departments may be offered. Determination as to product similarity shall rest solely with Contractor.
- c. For specific purchases, any proposed quantity, prompt or special discounts shall be clearly shown in the response form provided herein.

OFFEROR CERTIFICATIONS AND ACKNOWLEDGMENT

Offeror is required to fully complete and sign the attached **Acknowledgment and Certification** form. It must show full firm name and mailing address of Offeror and be manually signed by an authorized sales or quotation representative of the Company. Submission of a signed **Acknowledgment and Certification** form will be interpreted to mean that the Company has hereby agreed to all terms and conditions set forth in all of the sheets which make up this RFP and to execute the sample contract attached herein.

In addition, Offeror, by signing the attached **Acknowledgment and Certification** form, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found **Acknowledgment** to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Offeror and will not be knowingly disclosed by Offeror prior to the public response opening, either directly or indirectly, to any other Offeror or competitor.
- c. No attempt has been made or will be made by Offeror to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

- d. This RFP contains no requirements considered to be unduly biased in favor of Offeror or any other Offerors that may be competing for this procurement.

No Financial Interest or Other Conflict

- e. No BVCOG or PSA officer, employee, Board of Directors member or member of any BVCOG board or commission, nor family member of any such person, has a financial interest, direct or indirect, in Offeror or in any contract Offeror might enter into with PSA.
- f. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any BVCOG or PSA board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- g. Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- h. Offeror has not within a three (3) year period preceding this RFP been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- i. Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- j. Offeror has not, within a three (3) year period preceding this RFP, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverage

- k. Offeror has and will maintain insurance coverage in accordance with the requirements of this RFP, unless otherwise negotiated in the final contract.

Licensing & Permits

- l. Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

Felony Conviction Notification

- m. Offeror represents and warrants that the Offeror's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Offeror has fully advised PSA as to the facts and circumstances surrounding the conviction.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. The term "HUB" refers to a historically underutilized business that is a corporation, sole proprietorship, partnership, joint venture, or supplier contract formed for the purpose of making a profit in which at least 51 percent of all classes of the shares of stock or other equitable securities are owned by one or more persons who (1) are socially disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control; and (2) have a proportionate interest and demonstrate active participation in the control, operation, and management of the business entity's affairs.
- b. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], PSA requires all Offerors to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the PSA Cooperative Purchasing Program.
- c. For purposes of information availability, Offeror is encouraged to include subcontracts with HUB's that provide services related to the delivery of a service.

NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an Offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas

resident offerors without penalty. If Offeror's resident state DOES penalize Texas offerors, Offeror must provide this information along with a copy of its applicable resident state's statute in the Response.

REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed within the RFP, the following requirements shall apply:

- a. Responses shall be submitted in two (2) complete printed sets including one (1) Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this RFP No., Offeror Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Original.
- c. Responses should include any official PSA Addenda issued after initial release of this RFP.
- d. All required PSA FORMS and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. Offeror may not modify the format of any PSA FORM in any way, but may only fill in information and add lines if needed. (In certain cases, the cost proposal form may be modified in accordance with instructions provided in the form) Offeror may photocopy or print blank FORMS as needed. Information submitted on the printed copies of the FORMS may not be handwritten except for signatures and initials. It is Offerors responsibility to insure that printed FORMS are clear and legible. Handwritten and illegible entries may be rejected. Offerors printed, stamped or typed name shall appear on every FORM submitted in the Response.
- e. The complete response to this RFP shall also be submitted on electronic media. Offeror is strongly advised to make and work with copies of the original electronic FORMS. The originals can then be used to make additional electronic or printed copies of the blank FORMS. Signatures are not required on the electronic FORMS.
- f. There is no limit on the physical size of the proposal but a complete yet succinct, and unambiguous presentation of the services offered and the fees required will be expected. Proposals should provide a clear and straightforward description of services and the firm's ability to meet requirements.
- g. Responses shall be enclosed in a sealed package(s) addressed to Purchasing Solutions Alliance. The following information shall be clearly stated on the exterior of the package(s):
 - Name and address of Offeror.
 - Date and hour of public response opening.
 - Bid/Proposal RFP number.
 - The statement: **"SEALED PROPOSAL, DO NOT OPEN IN MAIL ROOM"**. This label shall be of sufficient size to be quickly and easily noticed and affixed to opposing sides of the package(s).
- h. Submission of a Response by telegraphic or electronic transmission is not acceptable.
- i. Offeror shall provide firm contract pricing for all Products, Options and Services offered. It is the intent of PSA to establish an annual contract to satisfy the needs of participating government entities for the specified goods and services. This contract will enable the agencies to purchase on an "as needed" basis from a competitively awarded contract with high performance vendors. Offerors are encouraged to submit a proposal for offering their total line of available products and services that are commonly purchased by government entities and qualifying non-profit agencies or institutions.

INCONSISTENT INFORMATION

PSA review of responses supplied on PSA FORMS is a significant part of the evaluation process. Offeror shall state clearly all information required on the FORMS. Offeror's information supplied on the FORMS shall take precedence in the event any standard "boilerplate" type language included in Offeror's response is inconsistent with the information supplied by Offeror on the PSA FORMS. In all cases,

information on PSA's printed FORMS supplied as part of Offeror's response shall take precedence over information supplied on electronic media.

REJECTION OF RESPONSES

- a. PSA may reject a response if:
 - Offeror misstates or conceals any material fact in the Response, or if,
 - Offeror does not strictly conform to law or the requirements of this RFP.
- b. PSA may reject any and all responses, and may reject any part of a response.
- c. PSA, at its sole discretion, may also waive any formalities or irregularities in any response whenever it is deemed in the best interest of PSA or its End Users.

WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by PSA, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing and on Offeror's formal letterhead. Persons bearing such requests must show positive identification and authorization to submit the request. Responses and requests for modification received after the submission deadline will not be accepted.

RESPONSE EVALUATION

Request for Proposal (RFP) Responses:

- a. All contracts and purchases shall be handled in a manner to obtain the best value for PSA and the End Users. In determining the best value, the following may be considered:
 1. purchase price, including payment discount terms;
 2. reputation of the bidder and of the bidder's goods or services;
 3. quality of the bidder's goods or services;
 4. extent to which the goods or services meet the needs of PSA and the End Users;
 5. bidder's past relationship with PSA and the End Users;
 6. impact on the ability of PSA and the End Users to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 7. the total long-term cost to PSA or the End Users to acquire the bidder's goods or services;
 8. availability of repair and maintenance parts;
 9. conformity to specifications;
 10. financial condition;
 11. delivery terms; and
 12. any relevant criteria specifically listed in the request for bids or proposals.
- b. Proposals will be evaluated by PSA using the following relevant criteria:

Criteria Description	Possible Points
1. Overall compliance of response with RFP requirements.	5
2. Cost proposal.	30
3. Company experience and proven capability in public sector contracting and service delivery and credentials of staff to be assigned to the account.	10
4. Ability to provide high quality services in accordance with the performance requirements provided herein.	30
5. Ability to meet the needs of the PSA cooperative purchasing program, including but not limited to the ability to provide superior customer service to a broad range of governmental agencies.	25
Maximum Score	100 points

- c. All proposals shall be evaluated to determine the extent to which they comply with the RFP requirements provided herein.
- d. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the solicitation. Immaterial deviations may cause a bid to be rejected.
- e. Proposals containing false or misleading statements may be rejected if in PSA's opinion the information was intended to mislead regarding a requirement of the solicitation document.
- f. All figures entered on the cost sheet must be clearly legible and the cost sheet should be well organized with costs for all elements clearly stated.
- g. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential through the evaluation and contract negotiation process.
- h. During the evaluation process, PSA reserves the right, where it may serve the PSA's best interest, to request additional information or clarifications from proposers. Each proposal must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with responsible Offeror(s) who submit proposals that are reasonably susceptible of being selected. At the discretion of PSA, all Offeror(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Vendors will be ranked in order of preference and final contract negotiations will begin with the top ranked vendor. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.
- i. PSA reserves the right to waive any or all irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.
- j. PSA authorizes competitive and indefinite quantity awards to those proposers who give the same or better discounts/pricing than they give their best governmental clients. All proposals are evaluated on their own merit and are determined to be fair and reasonable by comparing the price/discounts that the proposer offers other governmental clients. Discount practices may be examined and evaluated based on historical data, sales information and other market research techniques.
- k. PSA has the right to award to multiple companies supplying comparable products or items, also known as a multiple award schedule, but reserves the right to make a single award to the highest ranked Offeror.
- l. It is understood that PSA, through its management and/or its members, may use all means at their collective disposal to evaluate the proposals received based on the stated criteria, and the final decision as to the best overall value, both as to price and to suitability of the products and/or services offered to fit the needs of the members of PSA, will rest solely with the Board of Directors of the BVCOG or their designee(s).
- m. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by PSA to be equal in all other criteria.
- n. The successful proposer(s) will be notified by "Notice of Intent to Award" issued by the management of PSA.
- o. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that PSA may at its sole discretion make subjective judgments during the evaluation process.

PROPOSAL FORMAT

Due to the complexity of responses and to aid in evaluation, the Response should contain ALL required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for PSA to consider your response to be non-compliant.

Tab A - Title and Table of Contents

The proposal should begin with a title page bearing the name and address of the vendor and the name and number of this RFP. A table of contents for the proposal should follow the title page.

Tab B - Executive Summary

Vendors must condense and highlight the contents of the proposal in a separate section titled “Executive Summary.” The summary must identify any exceptions the vendor has taken to the requirements of this RFP, the contract or any other attachments.

Tab C - Vendor Technical Response to RFP Requirements and Questionnaire

Vendors must address each criterion in the technical response and answer all questions in the Questionnaire section of this RFP, located directly after the Specifications and Scope of Services. Vendors must describe how the proposed services will meet the requirements as described in this RFP.

Tab D - Table of Organization

Vendors must provide a copy of their current table of organization. The purpose of this requirement is to demonstrate range and depth of the vendor’s staff qualifications and resources.

Tab E - Resumes

Vendors must provide resumes of the proposed Contract and Marketing Manager and contact information for regional, state and national representatives responsible for governmental sales and marketing. Resumes shall include references to projects similar to the project defined by this RFP.

Tab F - Cost Proposal

Offerors are to submit cost proposals using the blank spreadsheet provided “Form No. 2 - Cost Proposal”. The format/structure of the spreadsheet shall be at the Offeror’s discretion, but must be easy to use and include defined criteria requested below, and required of the “Intent and Scope of Services”.

Vendors shall propose their pricing models in detail. An itemized explanation/proposal of the cost of the entire system solution(s) should include one-time, on-going, and total costs, and reflect any impact the number of users, total operating budget, number of annual events may have. For any user function that is available separately, please provide its separate price. Include itemized and proposed pricing for software license purchase and software as a service (SAAS) solutions, all modules and applications, annual support and maintenance, implementation services, training services, hourly rates of contractor staff by position, estimated time required in hours by position for various “known” items of work or typical customization requests, escrow fees, supplier fees, etc. **See section “Intent and Scope of Services” in following pages below for more information concerning products, services and solutions requested of this RFP.**

Tab G – End User Service Agreement

PSA member entities may enter into a separate supplemental service agreement “End User Agreement” (by whatever name your company refers to such document) to further define the level of service requirements over and above the minimum defined in this contract (i.e. invoice requirements, ordering requirements, special order items and delivery, inclusion of specialty value added services designed to be tailored to a specific End User’s needs and/or requests, etc.). Any supplemental service agreement developed as a result of this contract is exclusively between the participating member entity and awarded vendor. BVCOG, PSA, its board members, officers, agents, officials, and employees shall not be made party to any claim for breach of such agreement.

Tab H - References

Offerors shall list the names of at least five (5) public/government agencies within the State of Texas which have purchased from Offeror products or services similar to those covered by this RFP, within the last two (2) years. Each reference shall be a public, government or education agency and include the following specific information:

- Agency Name
- Contact Persons Name
- Address
- Phone
- E-Mail

Tab I - Marketing Plan & Resources

Provide the following information:

1. Describe how your firm would implement our cooperative purchasing program/contract. Your response should include specific details of your proposed plan to help PSA drive participation in our cooperative purchasing program and specifically market your firm and contract to our members and other public agencies. The proposed implementation plan shall generally comply with all marketing requirements provided in the RFP.
2. Describe your program to serve the specialized needs of the Education, Government and Non-profit sectors. Include details on your program experience, dedicated support and resources, any specialized software programs or tools that are geared towards specific customer needs.
3. Marketing brochures and information generally distributed and/or displayed to customers should also be included in this tab section.

Tab J - PSA Administrative Fee

Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy.

Tab K - Offeror Acknowledgment & Certification

The Offeror Acknowledgment & Certification form (Form No. 1) is an Excel spreadsheet that must be completed and signed as a requirement of this RFP.

Tab L - Conflict Of Interest Questionnaire

Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting with PSA to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with a PSA officer or an officer's close family member. The form is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Offeror's responsibility to download the form and furnish a completed copy with the Response.

Tab M - All Addenda

Offerors must include all addenda, signed, acknowledged, and stipulated.

Tab N - Electronic Media

All electronic media must be properly labeled with the RFP number and vendor name affixed to the media, secured in a pouch or envelope such that it will not fall out of the (Original) binder. CD-ROM or flash drives are the only acceptable media. The CD-ROM or flash drive must contain the complete response to the RFP and all required forms and/or exhibits.

Tab O - Additional Response Information

Offerors may include additional information by attaching items under this heading. Information requested elsewhere may not be included in this section.

SPECIFICATIONS AND SCOPE OF SERVICES

Purchasing Solutions Alliance (PSA), a non-profit cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG) is soliciting proposals from experienced and qualified vendors to provide electronic procurement (eProcurement) Solutions to PSA Members and/or prospective Members. It is the intent of PSA to establish a competitive annual contract to satisfy the needs of participating local governments, public agencies, and nonprofits for the specified goods, services and/or solutions.

PSA highly prefers to award an exclusive contract to the company who is most able to:

- Provide a variety of quality products/services/solutions;
- Provide highly competitive pricing; and
- Provide value-added and superior customer services.

PSA reserves the right to award multiple contracts by designated segments of products/services solicited in this RFP. Responses shall be considered only from Offerors that have established excellent reputations in their markets, and who furnish satisfactory evidence of ability to supply the products/services specified.

INTENT AND SCOPE OF SERVICES

The intent of the scope of services and/or the specifications provided herein is to provide Offeror with sufficient information concerning the Products/Services to be contracted such that Offeror can prepare and submit an acceptable Response.

Products and Services

Offerors are to propose web-based eProcurement Solution(s) they offer for any PSA member wishing to design and operate an eProcurement Solution, the opportunity to purchase from the successful vendor(s) by piggybacking the awarded contract pursuant to this RFP.

Products, services and/or solutions solicited include, but not limited to the following categories:

- Enterprise Sourcing Modules - supplier registration and management, electronic bidding, reverse auction, bid workflow, approved vendor, etc.;
- Electronic Procurement Modules - shopping and contract/ordering catalog, etc.;
- Contract Management Modules - contract management, insurance certificate management, etc.;
- Implementation Services - project management, sourcing workshops, configuration of systems, on-site and/or web-based training sessions, customized hierarchy/security, consulting, etc.;
- Support and Maintenance Services; and
- Remote Management and Hosting Services.

PSA prefers the vendor to offer the availability for each individual participating PSA member agency (End User) to opt for individual purchase of which modules best fit their organizational needs and is in the best interest of their entity. Solutions shall be offered and available to the End User through multiple delivery models, such as traditional license purchase and/or software as a service (SAAS).

Additional Value Added Products and Services

Offerors are encouraged to list and provide detailed descriptions of any additional products, services and/or solutions you intend to provide that will enhance and add value to this Contract for PSA participating member entities. These offerings will be considered and evaluated. PSA reserves the right to accept any or reject additionally proposed products or services in the best interest of BVCOG, PSA and its participating member entities. Proposal of additional products and relevant information shall be submitted in Tab O - Additional Response Information of the Offeror's response to this RFP.

Pricing

All cost proposals must be firm quotations for the initial twenty four (24) months of the two year contract period. Cost proposals must reflect the total price of the software package(s) proposed and shall be FOB Destination to the participating End User. It is the intent of PSA to always provide the best price and value to its members. The successful vendor must be able to provide a pricing methodology for its products and services that will ensure that PSA is always getting the best and most competitive price available for members.

All pricing for software/solutions must be listed by module, itemized and shall include, but not limited to:

- All traditional license purchase pricing/fees and annual SAASP/fees.
- All annual maintenance and support pricing/fees.
- All training and associated pricing/fees/expenses.
- All implementation and installation pricing/fees/expenses.
- All remote management and hosting pricing/fees.
- All applicable renewal pricing options that include any escalating percentage price increases.

It is the vendor's responsibility to keep all pricing up to date and on file with PSA. All price changes shall be presented to PSA for acceptance, using the same format as was accepted in the original contract.

General Product/Service System Requirements

Offerors are to propose and fully explain their solution capabilities they intend to offer to PSA members. Proposals shall include all system requirements already in operation and have an established performance record with various large, mid-size or lesser sized public agencies (cities, towns, counties, school districts, university/college systems, political subdivisions, state agencies and nonprofits). Offerors shall submit this information in Tab O - Additional Response Information of the Offeror's response to this RFP.

Member Participation

Once the awarded vendor has been established and the contract finalized, individual PSA member entities will review the awarded vendor's program and determine their individual needs and participation. PSA will post the awarded vendor's program and details of the contract on the PSA website. Additionally, the successful vendor shall work with PSA to market the contract to members and prospective members through various means including email notifications, direct mail, telemarketing and direct contact.

Minimum Order

There shall be no minimum order requirements associated with this contract. End Users are not required to utilize, nor purchase products from the contract. End Users have the option (no obligation) to purchase products by piggybacking the contract established with the successful vendor.

Invoicing and Payment

The vendor shall submit invoices and/or forms of billing statements to participating members/End Users clearly stating "In accordance with PSA Contract No. 13-102". Special invoicing and payment terms may be requested by each member and agreed upon with the successful vendor. The member placing the order with the vendor shall alone be responsible for payment of products and/or services ordered and will be invoiced directly by the vendor. Neither PSA/BVCOG nor its other participating members shall be liable for the indebtedness of any one member.

Customer Support

The successful vendor shall provide timely and accurate technical advice and sales support to PSA staff and PSA participating member entities. The vendor shall respond to such requests within one (1) working day after receipt of the request.

QUESTIONNAIRE

A brief, but complete response to each question listed below is required. Responses should be in the order given and references to additional information provided should be clear for evaluation purposes. This information shall be included in **Tab C - Vendor Technical Response to RFP Requirements and Answer to Questions** of the Vendor's proposal.

1. Provide the company's official registered name and briefly describe your company's history. Indicate the number of years the company has been in business. Provide a statement of your total annual sales for the past three (3) years.
2. Who is your competition in the marketplace? What differentiates the company from competitors?
3. Provide a list of locations head quarter offices, sales, support centers, etc. (if applicable).
4. Does your company have a quality assurance plan? If so, please describe your program and how it benefits customers (End Users).
5. List any third party quality related recognition or awards your company has received.
6. Provide a summary of products, services and solutions that your company intends to provide to PSA members with regard to meeting the requirements and procurement objectives of this RFP.
7. Describe your sales and customer service policies, and include a description of how they are applied with public agencies. How do you ensure superior customer service?
8. What specialized training do you provide for Sales and Service Representatives in order to service public sector accounts?
9. How many Sales Representatives does your company employ in the U.S.? Can you service PSA Members nationwide?
10. Does your company have representatives who can visit a customer on site when information may be needed for products and/or services, or if there are issues that need to be resolved?
11. Describe any tools or processes you have at your disposal designed to evaluate customer needs and requirements, as well as to help identify opportunities to reduce costs, streamline operations, or increase efficiencies. Do you provide any up-front analysis/assessment of needs that will find lower cost solutions for PSA Members? Detail this process, if applicable.
12. Describe how you intend on introducing the PSA cooperative purchasing program and contract pursuant to this RFP, to your company. How will your company continually help drive productive membership and participation in program, promote the cooperative contract to current PSA members and prospective members, and track all utilization of the contract?
13. Provide a list of all cooperative procurement contracts currently held by your company. Identify which cooperative contracts that are "National Accounts" your company currently services.
14. Submit contact information and experience/resume of the person your company proposes to serve as the Contract Administrator/Manager to PSA and its member entities.
15. Provide details of the capabilities of your online website including ability to display PSA contract information, pricing and technical or customer assistance. Describe all methods how contract information is communicated to prospective and current customers/members, and product/service inquiries are received and processed timely and accurately.