

Region 16 Education Service Center / TexBuy Purchasing Cooperative

5800 Bell Street
Amarillo, Texas 79109

REQUEST FOR PROPOSAL

STATE-WIDE SANITIZATION SERVICES

TEXBUY RFP #020-050

05/04/2020

Region 16 Education Service Center is accepting submissions on behalf of TexBuy Purchasing Cooperative in response to this **Request for Proposal for State-Wide Sanitization Services**. Submissions may be mailed to Region 16 ESC/TexBuy. Requested information must be received **no later than 6/2/2020 at 2:00 p.m.**, at which time they will be opened and read. The opening will take place in the Region 16 Education Service Center Business Office at the above address.

Envelopes must be opaque and plainly marked with the Request for Proposal description, to the attention of Andrew Pickens. **Vendor must submit one original, one copy, and one electronic PDF copy on CD or memory stick.** Region 16 Education Service Center may open unmarked submissions to properly identify them. Submitters are therefore advised to correctly mark their submissions in order to avoid the proposal being rejected if the content is compromised.

All deviations from these specifications must be clearly stated in the requested information. Any significant limitations of coverage, restrictive conditions, etc., must be clearly described.

THESE SPECIFICATIONS ARE NOT INTENDED TO BE RESTRICTIVE WITH RESPECT TO BRAND NAMES IF A DISTINCT ADVANTAGE CAN BE DEMONSTRATED. REQUESTED INFORMATION FAILING TO MEET ALL SPECIFICATIONS WILL NOT NECESSARILY BE REJECTED, BUT ANY DEVIATIONS MUST BE CLEARLY NOTED TO BE CONSIDERED.

Submitters accept all responsibility for forwarding the requested information to the address above within the specified time. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

Region 16 Education Service Center reserves the right to accept or reject any or all requested information in the best interest of TexBuy Purchasing Cooperative and its Members and to waive any formalities or irregularities in the process. Region 16 Education Service Center reserves the right to extend this agreement for an additional 36 months in 12 month increments beyond the initial first year term.

INTRODUCTION

➤ Background on Region 16 Education Service Center

Region 16 Education Service Center (herein refers to "Region 16 ESC", "TexBuy Purchasing Cooperative", and all "TexBuy Members") will be the Lead Public Agency on behalf of itself and all state, local governments, school districts, and higher education institutions in the State of Texas, and other government agencies and non-profit organizations. Region 16 ESC solicits proposals from qualified offerors to enter into a Vendor Contract ("contract") for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 16 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

Region 16 ESC's purchasing cooperative, TexBuy, was established as a means to increase their economic and operational efficiency. The purchasing cooperative is used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

➤ What is the role of TexBuy Purchasing Cooperative

TexBuy Purchasing Cooperative assists Region 16 ESC in helping other public agencies and non-profit organizations reap the benefits of national leveraged pricing, with no cost to the member. TexBuy leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting bids and awarding contracts for commonly purchased products and services. Through the TexBuy bid solicitation process, Region 16 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, Technology, and other goods and services industries.

➤ Purpose of TexBuy

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

SECTION I
GENERAL INFORMATION

➤ **SCOPE**

Region 16 ESC is accepting proposals on behalf of TexBuy Purchasing Cooperative for Sanitization Services.

Interested offerors are requested to submit a proposal that offers a variety of techniques and processes to sanitize, but not limited to: building interiors, contents, playgrounds, buses/vehicles and childcare facilities.

It is the intent of Region 16 ESC to award one or more cooperative purchasing contract(s) to meet the needs of its participating TexBuy members. Members are eligible to voluntarily purchase on an “as needed” basis from the awarded contract.

Offeror shall be able to perform the services or provide the goods as specified in this solicitation. The submitted proposal shall include all products and services that Offeror desires to make available and the appropriate pricing structure for each. Products shall be priced as a discount from a manufacturer’s price list or catalog. Services shall be offered as a fixed unit price. The pricing shall be specified on the attached Proposal Form. If proposing as a discount, an electronic version of the current catalog of items and the applicable price list /or price lists must accompany the proposal. Multiple percentage discounts are acceptable.

Offerors are not obligated to respond to all line items and may choose to respond only for those items they so desire. Region 16 ESC shall make an award for each line item thus resulting in one or more contracts to be awarded. If applicable, any item excluded from the catalog pricing must be clearly identified as “Not Offered”.

➤ **SOLICITATION SCHEDULE**

Request for Proposal Released	May 4, 2020
Opening Date for Proposals	June 2, 2020, 2:00 PM
Review Proposals	June 3 – 15, 2020
Region 16 ESC Board Approval	June 26, 2020

Note: With the exception of the time and date to open RFPs, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

➤ **INQUIRIES**

Any and all questions regarding this RFP and the program it represents must be submitted in writing via email to:

Andrew Pickens andrew.pickens@esc16.net
All questions will be answered and emailed to all known bidders.

➤ **TERM OF CONTRACT**

The term of the contract will begin upon execution of this contract by Region 16 ESC. The initial period will be for one (1) year. On the anniversary date, the contract can be renewed for up to three (3) additional one (1) year terms. The maximum term of the contract is four (4) years. Either party may terminate the contract on the anniversary date, without cause, with thirty (30) days written notice and contractor's fulfillment of all outstanding purchase orders received prior to the termination date.

➤ **ESTIMATED VALUE OF CONTRACT**

The estimated value of this contract is \$20,000,000; however, this estimate should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding. An awarded Vendor must supply products and services at or below the awarded pricing for the duration of the contract and honor all Purchase Orders prepared by each individual Cooperative member. No minimum order may be required by the vendor. Orders will be placed by the TexBuy members on an as-needed basis.

➤ **TECHNICAL SPECIFICATIONS**

See attached document titled "Specifications".

➤ **PRE-PROPOSAL CONFERENCE**

None.

➤ **PROPOSAL SUBMITTAL**

Proposals shall be submitted in hard copy paper format using the Proposal Form provided in this solicitation to ensure complete uniformity of wording of all proposals. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind on the Proposal Form. Additional original content information may be attached to the form to further explain the proposal as necessary. Submittal shall include one (1) original which shall be manually signed in ink by a person having the authority to bind the firm in a contract, one (1) signed copy, and an electronic copy in PDF format stored on a CD or memory stick. Any proprietary or confidential information on the proposal document must be clearly marked as such and kept separate in the submittal and marked "Confidential" to separate from the rest of the proposal. Release of confidential information through an open records request is subject to the Texas Attorney General's discretion.

Sealed proposals will be accepted at:

**Region 16 ESC / TexBuy
5800 Bell Street
Amarillo, Texas 79109**

until the RFP closing time and date. At that time the proposals will be publicly opened and read aloud. The proposal packages will be time/date stamped which shall be the official time of receipt

for all packages received. Any proposal package received after the time and date specified or at any other location shall be considered void and not accepted. **Oral, telegraphic, telephonic, e-mailed, or facsimile responses will NOT be accepted.**

Proposals must be enclosed in a sealed and opaque package. The outside of the package shall be labeled as follows:

**Region 16 ESC / TexBuy
Attn: Andrew Pickens
RFP # and Title
Bid Opening Time and Date**

Proposals must be submitted using this entire RFP document. Failure to submit all pages of this document may result in disqualification of the proposal. By submittal of this bid, Offeror certifies, to the best of his/her knowledge, that all information is true and correct.

➤ **KEY DECISION CRITERIA**

Pursuant to Section 44.031 of the Texas Education Code, Region 16 ESC may consider the following in determining to whom to award this contract:

1. The purchase price; 50%
2. The reputation of the vendor and of the vendor's goods or services; 10%
3. The quality of the vendor's goods or services; 10%
4. The extent to which the goods or services meet Region 16 ESC's needs; 10%
5. The vendor's past relationship with Region 16 ESC; 5%
6. The impact on the ability of Region 16 ESC to comply with laws and rules relating to Historically Underutilized Businesses (HUB); 5%
7. The total long-term cost to Region 16 ESC to acquire the vendor's goods or services. 10%

➤ **SUBMISSION OF POST-PROPOSAL INFORMATION**

Upon request by the Region 16 ESC, each offeror shall, within the time frame requested, submit any additional information required to evaluate a proposal, including any information on subcontractors.

➤ **CONTRACT AWARD**

By submitting a proposal in response to this solicitation, Offeror understands that it has submitted an offer to contract with Region 16 ESC and agrees to all of the Standard Terms and Conditions.

All awards will be made by Region 16 ESC within ninety (90) days after bid opening. Notification of award will be sent to all successful offerors and posted on TexBuy's website.

Upon an award, a Region 16 ESC representative will counter sign the solicitation signature page thus formally completing the contract execution process. No other contract documents will be executed.

SECTION II
QUESTIONNAIRE

➤ **OFFEROR INFORMATION**

Company Name: _____

Company Address: _____

City, State, Zip: _____

Primary Contact Name: _____ Title: _____

Phone #: _____ Email Address: _____

Company's Dun & Bradstreet (D&B) number: _____

List the name of the person(s) who will be responsible for administration the contract resulting from this solicitation:

What are your net terms of payment? _____

Do you accept credit cards for payment? Yes ____ No ____

Will you accept EFT payments and send EFT payments for TexBuy Admin Fees? Yes ____ No ____

Provide information regarding if your company has been involved in any litigation, bankruptcy, or reorganization in the past seven (7) years:

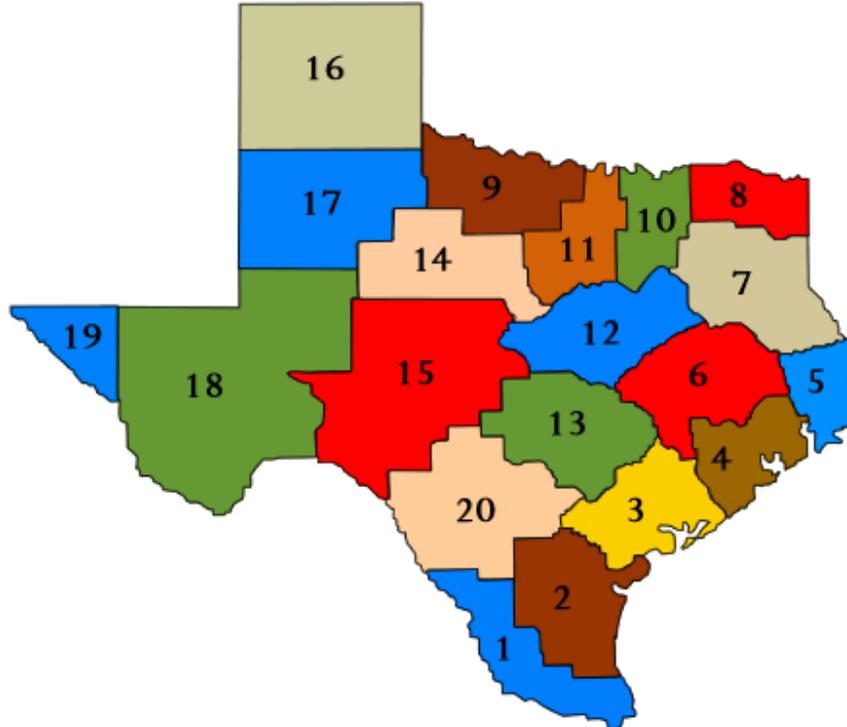
Describe how a TexBuy member will be able to verify that a price quote provided by the contractor is in compliance with TexBuy contract pricing:

Does your company agree to report Quarterly sales through this contract for the purpose of calculating the TexBuy service fee via email (spreadsheet format preferred)? Yes ____ No ____

If not, please explain: _____

REGIONAL MAP/CHECKLIST

Using the map and checklist below, indicate the Regions within the State of Texas in which your company can offer its goods and services. If your company is able to offer its goods and services state-wide, please indicate as such by checking "ALL Regions".



PLEASE CHECK ALL THAT APPLY

- | | | | |
|--------------------------------|-------|---------------------------------|-------|
| Region 1 - Edinburg Area | _____ | Region 11 - Fort Worth Area | _____ |
| Region 2 - Corpus Christi Area | _____ | Region 12 - Waco Area | _____ |
| Region 3 - Victoria Area | _____ | Region 13 - Austin Area | _____ |
| Region 4 - Houston Area | _____ | Region 14 - Abilene Area | _____ |
| Region 5 - Beaumont Area | _____ | Region 15 - San Angelo Area | _____ |
| Region 6 - Huntsville Area | _____ | Region 16 - Amarillo Area | _____ |
| Region 7 - Kilgore Area | _____ | Region 17 - Lubbock Area | _____ |
| Region 8 - Mount Pleasant Area | _____ | Region 18 - Midland/Odessa Area | _____ |
| Region 9 - Wichita Falls Area | _____ | Region 19 - El Paso Area | _____ |
| Region 10 - Richardson Area | _____ | Region 20 - San Antonio Area | _____ |

OR

ALL Regions _____

➤ **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code states:

“A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) of Section 44.034 of the Texas Education Code further states:

“A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Please check one of the following:

Offeror is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporations)

Offeror is not owned or operated by anyone who has been convicted of a felony.

Offeror is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Conviction details: _____

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

➤ **DEBARMENT**

Neither the offeror nor an owner or principal of Offeror has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

No, Offeror is not currently debarred, suspended or otherwise ineligible.

Yes, Offeror is currently debarred, suspended or otherwise ineligible.

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

➤ **TEXAS RESIDENT INFORMATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Please answer as follows:

___ Offeror is a Resident Proposer.

___ Offeror is a Non-resident Proposer.

Offeror’s principal place of business is located:

Complete Mailing Address: _____

City, State, Zip: _____

Does Offeror’s resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as Offerors by a prescribed amount or percentage to receive a comparable contract?

Yes ___ No ___

What is the specified amount or percentage? _____

➤ **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor’s ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither bidding company nor the ultimate parent company or majority owner has its principal place of business in Texas, does Offeror, ultimate parent company, or majority owner employ at least 500 people in Texas?

Yes ___ No ___

By signing below, I certify that the information listed in “Texas Resident Information” and “Vendor Employment Certification” is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

➤ **COOPERATIVE PROGRAM PARTICIPATION**

Please place a checkmark next to the cooperative purchasing program that has awarded your company a current contract.

- TASB BuyBoard
- Texas Comptroller's Office T-PASS/TXMAS
- U.S. Communities Purchasing Alliance
- The Cooperative Purchasing Network (TCPN)
- Houston/Galveston Area Council (HGAC)
- Choice Partners
- NCPA Coop
- Other (please list) _____
- No previous cooperative contracts awarded.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- ***
- (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

➤ **REFERENCES**

Provide the names of five (5) individual governmental entity references that you currently do business with.
Please do not include cooperatives.

1. Entity Name: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

2. Entity Name: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

3. Entity Name: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

4. Entity Name: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

5. Entity Name: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

➤ **PUBLIC DISCLOSURE LAWS**

All Proposals, forms, documentation, or other materials submitted by the Offeror to TexBuy Purchasing Cooperative in response to this RFP may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001) or similar disclosure laws. The Offeror must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that the Offeror considers proprietary or confidential. If the Offeror fails to properly identify the information, TexBuy and Region 16 ESC shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. The Offeror will be notified of any third party request for information that the Offeror has identified in this form as proprietary or confidential.

Please check one of the following:

_____ NO, I certify that none of the information included with this Proposal is considered proprietary or confidential.

_____ YES, I certify that this Proposal contains information considered proprietary or confidential and all such information is identified below.

Proprietary/Confidential Information (attach additional sheets if needed):

➤ **COPYRIGHT INFORMATION**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

_____ NO, Proposal does not contain copyright information.

_____ YES, Proposal does contain copyright information.

If you responded “YES”, please identify the specific documents or pages containing copyright information (attach additional sheets if needed):

➤ **CONSENT TO RELEASE CONFIDENTIAL/PROPRIETARY/COPYRIGHT INFORMATION TO
TEXBUY MEMBERS**

TexBuy members seeking to make purchases using the TexBuy contract may wish to view information included in the Proposals of awarded vendors. If you indicated that any of your included information is proprietary, confidential, or subject to copyright, and you are awarded a contract, your acceptance of the award constitutes your consent to the disclosure of such information to TexBuy members.

Note: Neither TexBuy Purchasing Cooperative nor its Administrators and personnel will be responsible for the use or distribution of information by TexBuy members or any other party.

By signing below, I certify that the information contained in “Public Disclosure Laws” and “Copyright Information” is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Signature of Authorized Company Official

Printed Name

“EDGAR” VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting Proposals must complete this EDGAR Certification Form regarding the Offeror's willingness and ability to comply with certain requirements which *may* be applicable to specific TexBuy member purchases using federal grant funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal grant funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, the Offeror should certify the Vendor's agreement and ability to comply, where applicable, by having the Authorized Company Official check and initial the applicable boxes and sign the acknowledgement at the end of the "EDGAR Vendor Certification" section. **If you fail to complete any portion of the following section, TexBuy will consider the Vendor's response as "NO", the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a TexBuy member to purchase from the Vendor using federal funds.***

➤ **ITEM 1 - VENDOR VIOLATION OR BREACH OF CONTRACT TERMS:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 108, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the TexBuy "Terms of Contract". Any Contract award will be subject to such TexBuy "Terms of Contract", as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the member, which must be consistent with and protect the member at least to the same extent as the TexBuy "Terms of Contract".

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification – Item 1

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

➤ **ITEM 2 – TERMINATION FOR CAUSE OR CONVENIENCE:**

For any TexBuy member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The TexBuy member may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this paragraph, the member shall only be required to pay the vendor for goods or services delivered to the TexBuy member prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the TexBuy member has paid the Vendor for goods and services not yet provided as of the date of termination the vendor shall immediately refund such payment(s).

If an alternate provision for termination of a TexBuy member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the member's purchase order or ancillary agreement agreed to by the Vendor, the TexBuy member's provision shall control.

Vendor Certification – Item 2

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

➤ **ITEM 3 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification – Item 3

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

➤ **ITEM 4 – RIGHT TO INVENTIONS MADE UNDER A CONTRACT OF AGREEMENT:**

If the TexBuy member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification – Item 4

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

➤ **ITEM 5 – CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification – Item 5

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

➤ **ITEM 6 – DEBARMENT AND SUSPENSION:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify TexBuy and all TexBuy members with pending purchases or seeking to purchase from Vendor if the Vendor is later listed

on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification – Item 6

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

➤ **ITEM 7 – BYRD ANTI-LOBBYING AMENDMENT:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification – Item 7

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

➤ **ITEM 8 – PROCUREMENT OF RECOVERED MATERIALS:**

For TexBuy member purchases utilizing Federal funds, the Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a TexBuy member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor Certification – Item 8

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

➤ **ITEM 9 – PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$150,000, a TexBuy member may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a TexBuy member, the Vendor agrees to provide information and negotiate with the TexBuy member regarding profit as a separate element of the price for a particular purchase. However, the Vendor agrees that the total price, including profit, charged by Vendor to the TexBuy member shall not exceed the awarded pricing, including any applicable discount, under the Vendor's Contract with TexBuy Purchasing Cooperative.

Vendor Certification – Item 9

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

➤ **ITEM 10 – GENERAL COMPLIANCE AND COOPERATION WITH COOPERATIVE MEMBERS**

In addition to the foregoing specific requirements, the Vendor agrees, in accepting any Purchase Order from a TexBuy member, it shall make a good faith effort to work with the TexBuy member to provide such information and to satisfy such requirements as may apply to a particular TexBuy member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification – Item 10

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

➤ **ITEM 11 – NON-COLLUSION STATEMENT**

The Vendor certifies under penalty of perjury that your response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Vendor Certification – Item 11

_____ YES, I agree to the above. (Initial: _____)

_____ NO, I do NOT agree to the above. (Initial: _____)

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name

➤ **ANTITRUST CERTIFICATION STATEMENT – Texas Government Code 2155.005**

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

1. I am duly authorized to execute this contract on my own behalf or on the behalf of the company, corporation, firm, partnership, or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

Company Name: _____

Address: _____

City, State, Zip: _____

Bidder Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature of Authorized Company Official: _____

Printed Name: _____ Date: _____

Company Official's Title: _____

➤ **SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES (AS APPLICABLE)**

Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to TexBuy/Region 16 ESC that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. TexBuy will be the final arbiter of what constitutes continuing duties and direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by TexBuy; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to Texbuy Purchasing Cooperative that: (check one)

_____ None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

_____ Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify TexBuy in writing within 3 business days.
3. Upon request, Contractor will provide TexBuy with the name and any other requested information of covered employees so that TexBuy may obtain criminal history record information on the covered employees.

If TexBuy/Region 16 ESC objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at TexBuy/Region 16 ESC/TexBuy members.

I also certify to TexBuy/Region 16 ESC on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination .

Signature of Authorized Company Official

Title

Date

➤ **SB 252 CERTIFICATION**

The 2017 Texas Legislature enacted Senate Bill 252 (codified in chapter 2252 of the Texas Government Code) relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization.

Definitions:

“Foreign Terrorist Organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

“Governmental Contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or public works project or for purchase of supplies, materials or equipment. This term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code.

STATEMENT: I hereby certify that _____ (Company/business name) is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify TexBuy Purchasing Cooperative.

Company Name: _____

Signature of Company’s Authorized Official: _____

Print Name: _____

➤ **PROPOSED PRODUCTS AND SERVICES**

On a separate page(s), provide a detailed summary of your proposed products and services as specified in the Specifications section of this RFP.

➤ **COST**

On the attached Form of Proposal, provide a detailed summary of the proposed pricing for the items specified.

SPECIFICATIONS

Please prepare your proposal based on the following information:

➤ **PROPOSED PRODUCTS AND SERVICES**

Region 16 ESC (TexBuy) is accepting proposals for Sanitization Services and related items.

Products used to sanitize the below mentioned areas must be capable of eliminating bacteria's and viruses, including COVID-19.

The products and services shall include but not be limited to the sanitization of the following areas: building interiors, contents, playgrounds, buses/vehicles and childcare facilities. Offeror shall have the ability to provide Sanitization Services and maintain ample inventory to provide prompt and swift delivery.

Use of an EPA approved product is required.

Unless otherwise clearly specified in the offeror's proposal, it shall be considered that there are no minimum restrictions for the services requested.

In addition, your response should include the following information for each proposed product or service category:

1) **Description:**

Provide information on the chemicals to be used, the method of applying chemicals to disinfect needed areas, and the residual life of the product being applied.

2) **Pricing or rate structure:**

For each method of sanitization provide the price, any discounts offered, net price to TexBuy members, and deeper discounts offered. Describe circumstances and events that would cause additional charges; moving furniture, out of town mileage, etc.

3) **Exceptions:**

List any exceptions to this RFP in detail.

➤ **QUALIFICATIONS AND EXPERIENCE**

Describe your firm's qualifications and experience providing the proposed products or services. Provide a list of the last five contracts your firm has entered into providing similar size and scope projects for other government entities.

➤ **REFERENCES**

On page 14 of this document, list references to whom you have provided or are currently providing the proposed products or services. Please provide:

1) Name of Agency

2) Contact person with Phone number and email address.

Each product or service category proposed is to be priced separately. The offerer may choose to only offer those products or services it so desires.

Region 16 Education Service Center

Sanitization Services

TexBuy #: SS-020-050

Form of Proposal

Items to Bid On:

All methods of sanitization MUST be priced by the square foot.

Electrostatic Spraying \$ _____

Fogging \$ _____

Steaming \$ _____

Other, please describe: \$ _____

Use Additional sheets of paper to detail any additional details of your proposed pricing structure.

Name of Vendor _____

Vendor Address: _____

Telephone # _____ Fax# _____

Authorized Signature _____ Date _____

Printed Name and Title _____

Email Address _____

STANDARD TERMS AND CONDITIONS
REQUEST FOR PROPOSAL

➤ **GENERAL INSTRUCTIONS**

❖ **Definitions**

- “Offeror” refers to submitter.
- “Contractor” refers to successful Offeror awarded a contract.
- “Vendor” refers to a business selling goods or services.
- “TexBuy” refers to Region 16 ESC’s statewide purchasing cooperative.
- “Submittal” refers to those documents required to be submitted to TexBuy by an offeror.

❖ **Contact Information**

TexBuy is always conscious and extremely appreciative of your time and effort in preparing your proposal. Any questions regarding this solicitation should be directed to:

Andrew Pickens
Director of Purchasing
TexBuy Purchasing Cooperative
5800 Bell Street
Amarillo, TX 79109
(806) 677-5040
andrew.pickens@esc16.net

TexBuy makes no guarantee to respond to questions received less than forty-eight (48) hours prior to the opening.

❖ **Addenda**

Any interpretations, corrections and/or changes to this Request for Proposal or extensions to the opening/receipt date will be made by addenda issued by TexBuy. An addendum will be published and distributed via TexBuy’s website to all plan holders of record. However, it shall be the sole responsibility of the offeror to verify issuance/non-issuance of addenda. Submittals shall acknowledge receipt of all addenda.

❖ **Proposal Preparation**

Unless otherwise indicated in this solicitation, an “all or nothing” proposal is not acceptable and will be rejected. Offeror must be willing to negotiate an award for any portion or combination of proposal items. Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, offeror shall state these exceptions in the proposal submittal. Exception/substitution, if accepted, must meet or exceed specifications stated therein. TexBuy reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of TexBuy members. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

❖ **Delivery of Proposals**

When using a delivery service that provides its own shipping package, such as UPS or FedEx, the RFP number, name, and opening date must be included on the outside of the shipping package as well. Unlabeled proposals may not be properly directed and not reach the proper location before the RFP opening date and time. TexBuy is not responsible for misdirected packages. TexBuy reserves the right to waive any technicalities or informalities in the solicitation process deemed to be in the best interests of TexBuy Members.

❖ **Validity and Acceptance**

The proposal shall be subject to acceptance for a period of ninety (90) days unless an extension is requested by TexBuy and approved by the offeror. TexBuy reserves the right to reject any or all proposals or parts of proposals. Submittals cannot be altered or amended after submission deadline unless proposal has been selected for negotiation with TexBuy.

❖ **Evaluation and Award**

TexBuy may make such investigations as it deems necessary to determine the ability of the offeror to provide satisfactory performance in accordance with proposal requirements, and the respondent shall furnish to TexBuy all such information and data for this purpose at TexBuy's request.

Minimum standard for responsible prospective offerors are as follows:

- Have adequate financial resources, or the ability to obtain such resources;
- Be able to comply with the required or proposed schedules and project requirements;
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet);
- Have a satisfactory record of integrity and ethics;
- Competitive pricing;
- Completeness and thoroughness of proposal submittal.

TexBuy reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. TexBuy may accept or reject a proposal in its entirety, or may reject any part of, without affecting the remainder of the proposal.

In determining to whom to award a contract, TexBuy shall proceed as follows:

- TexBuy shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. Not later than the 45th day after the date on which the proposals are opened, TexBuy shall evaluate and

rank each proposal submitted in relation to the published selection criteria.

- TexBuy shall select the proposal that offers the best value for TexBuy membership based on the published selection criteria and on its ranking evaluation. TexBuy shall first attempt to negotiate a contract with the selected offeror. TexBuy may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If TexBuy is unable to negotiate a satisfactory contract with the selected offeror, TexBuy shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
- In determining the best value for its members, TexBuy is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

❖ **Professional Services**

This solicitation does not include services that are required to be procured under Chapter 2254 Professional Services Procurement Act of the Texas Government Code.

❖ **Exclusivity**

Any contract resulting from this solicitation is non-exclusive. TexBuy members reserve the right to obtain like goods and services from other vendors.

➤ **TERMS OF CONTRACT**

❖ **Assignment**

The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TexBuy, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

❖ **Binding Agreement**

This proposal, when properly accepted by TexBuy, shall constitute a contract equally binding between the successful offeror and TexBuy. No different or additional terms shall become a part of this contract with the exception of a Change Order issued by TexBuy.

❖ **Supplemental Agreements**

An awarded TexBuy contractor and TexBuy member may enter into a separate supplemental agreement for the purpose of quantifying specific goods and services for a particular project beyond those specified in this solicitation. Such supplemental agreement shall be exclusively between the member and the contractor. TexBuy, its agents, members and employees shall not be made party to any claim for breach of said agreement.

❖ **Termination**

The contract shall remain in effect until contract expires or is terminated by either party with a thirty (30) day written notice prior to any cancellation, except for breach of contract. Notice of termination shall be transmitted via certified mail to the other party's designated representative. Notification must state reason for cancellation. TexBuy reserves the right to award cancelled contract to the next responsible low offeror or to purchase the service elsewhere as it deems most advantageous to TexBuy.

TexBuy may terminate a contract, in whole or in part, whenever TexBuy determines that such termination is in the best interest of TexBuy, without showing cause, upon giving written notice to the contractor. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

❖ **Enforcement**

TexBuy reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of TexBuy in the event of breach or default of this contract. TexBuy reserves the right to terminate the contract immediately in the event the contractor fails to meet schedules or otherwise perform in accordance with these specifications.

❖ **Audit**

TexBuy reserves the right to audit the records and performance of contractor during the term of the contract and for three years thereafter.

❖ **Governing Law and Severability**

This contract shall be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

❖ **Orders**

Contractor shall provide the ordering contact information if different from that shown on the submittal. A purchase order(s) shall be generated by the ordering TexBuy member and issued directly to the contractor with authority to obligate TexBuy member's funds. **Contractors supplying goods or services without having first received a valid purchase order do so at their own risk.**

The ordering TexBuy member shall be invoiced directly by the contractor. All invoices for a TexBuy contract that was offered as a percentage discount from list MUST state the TexBuy contract number, list unit price, applicable contract discount, and net unit price for each item ordered from the TexBuy contract. Invoices that do not state the above required information will be returned unpaid for correction.

❖ **Payment**

Payment will be made in accordance with Texas Government Code, Subchapter B, Payments and Interest, Chapter 2251.021 (b). Terms are to be 30 days net although contractor may in addition offer early payment discounts for use at the ordering member's discretion.

TexBuy members are by statute tax-exempt public institutions. Therefore, the proposal price shall not include sales taxes, nor shall sales taxes be calculated on the invoices.

❖ **Indemnification**

Contractor shall defend, indemnify and save harmless TexBuy and members, and all its officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Contractor shall pay any judgment with cost which may be obtained against TexBuy and participating entities growing out of such injury or damages.

❖ **Laws and Regulations**

All equipment and services furnished under this contract shall comply with applicable federal, state, and local laws, ordinances and regulations. The contractor shall give all notices and obtain all necessary permits. Without obtaining permits or giving such notice to the authorized ordering TexBuy member representative, the contractor shall bear all costs arising from such failure to give notice.

❖ **Escalation Clause**

Pricing shall remain consistent during the initial term of the contract for listed items. For unit price contracts, TexBuy may consider a unit price redetermination no earlier than ninety (90) days after award, thereafter once during each term of the contract, and at the anniversary date of the contract. All requests for price redetermination shall be in writing to TexBuy's Director of Purchasing and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The offeror's past performance of honoring contracts at the offered price will be an important consideration in the evaluation of the lowest and best offer. TexBuy reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of TexBuy. All other terms and conditions remain the same for the duration of the contract. Price escalations are only accepted upon issue of an executed contract Change Order by TexBuy.

If during the life of the contract, the contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that TexBuy shall receive such price reduction.

❖ **Service Fees**

Awarded contractor agrees to pay TexBuy the service fees specified below. Unless otherwise expressly stated, the service fee is included in the awarded pricing provided in the submittal. The service fee is due and payable to Region 16 ESC in Amarillo, Texas, promptly upon completion of the quarterly service fee report.

The service fees are as follows:

- For all items, the service fee due to Region 16 ESC will be 2% of the gross sales amount invoiced to the member from the TexBuy contract.

- The contractor will submit a quarterly sales report to TexBuy's Director of Purchasing, via email, to document the sales made to all members through the TexBuy awarded contract.

❖ **Contract**

Any award from this solicitation does not become a contract unless and until the proposal is accepted by Region 16 ESC and executed. Notice to the successful offeror will be made through the issuance of a written notice of award and final execution of the contract by Region 16 ESC, whereupon the Contract becomes binding and enforceable. Contracts for awarded proposals will not be executed until the awarded offeror submits all requested contract price sheets or catalogs to TexBuy for distribution to its members. Contractor may submit subsequent changes to the catalog price sheets when they become available. Catalog price increases are not valid until submitted to TexBuy. The Contract is then utilized by a TexBuy member by the member issuing a signed purchase order for the awarded products or services. Contractor must honor all purchase orders issued by TexBuy members during the Contract term in accordance with these Terms and Conditions.

❖ **Force Majeure**

Force Majeure means a delay encountered by a party in the performance of its obligations under this agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

❖ **Award Protest**

Region 16 ESC/TexBuy's decision on awards is final. Any protest of a solicitation or its award must be received within seven days after notice of the award is posted on TexBuy's website.

❖ **Insurance**

A TexBuy member may require a contractor to carry and provide proof of liability insurance and workers compensation coverage when applicable.

❖ **Background Checks**

Individual TexBuy members may in certain circumstances require background checks on contractor's employees who will have direct contact with students or staff, or for other reasons, and may require contractor to pay the cost of obtaining criminal history record information.

❖ **Intellectual Property**

If any claim or action or proceeding is brought against TexBuy or a TexBuy member that alleges that any part of the products supplied by the contractor infringes or

misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest including, without limitation, any copyright or patent or any trade secret right, title, or interest, or violates any other contract, license, grant, or other proprietary right of any third party the contractor shall defend, and hold the harmless TexBuy and the TexBuy member against any such claim or action and shall indemnify TexBuy and TexBuy member against any liability, damages and costs resulting from the claim.

❖ **Default and Termination of Contract**

Either party may terminate the contract in whole or in part in the event of the other party's failure to perform its obligations under the contract through no fault of the terminating party. The defaulting party shall be given at least thirty (30) days prior written notice of the default and intent to terminate. Default includes the contractor's failure to timely remit the service fee due to TexBuy.

In addition, TexBuy may terminate the contract at any time without cause. If TexBuy terminates a contract, in whole or in part, TexBuy reserves the right to award the terminated contract to another offeror that TexBuy determines to provide best value to its members.

Neither TexBuy nor a member will be liable to the contractor for any damages including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages resulting from termination based on the contractor's default or breach of contract.

If failure or delay of performance is caused by a Force Majeure event, TexBuy may terminate the contract in whole or part.

In the event a contractor's contract is terminated, contractor shall remain responsible for payment of all service fees to Region 16 ESC for products and services sold to TexBuy members prior to such termination.

TexBuy members may not terminate a contract for TexBuy as a whole. However, each member may cancel a purchase order or refuse to accept delivery for a contractor's breach of the terms or conditions included in a TexBuy member's purchase order or supplemental agreement.

❖ **Assignment**

A contractor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by this contract without TexBuy's prior written consent. Any attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section is void and ineffective.

❖ **Venue**

This contract is governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas. Venue for any litigation concerning TexBuy shall be in Amarillo, Randall County, Texas, and venue for any litigation between a TexBuy member and contractor arising under this contract shall be in the county of the member.

❖ **Fiscal Funding**

State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A TexBuy member reserves the right to rescind a purchase order or other agreement to purchase goods or services under the contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement.

❖ **Debarment**

Any bidder or any principals of a bidding company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by TexBuy.

STATE-WIDE CUSTODIAL SUPPLIES AND EQUIPMENT CATALOG
TEXBUY RFP #016-020

CHECKLIST

(Include with submission)

- _____ 1 Original, 1 Copy, and 1 Electronic Copy your Proposal
- _____ Electronic Copy of Pricelist and Catalog
- _____ Questionnaire
- _____ Regional Map/Checklist
- _____ Felony Conviction Disclosure and Debarment
- _____ Texas Resident Information and Vendor Employment Certification
- _____ MWBE/HUB Certification and Deviation and Compliance
- _____ Cooperative Program Participation
- _____ Conflict of Interest Questionnaire (Form CIQ)
- _____ References
- _____ Public Disclosure Laws and Copyright Information
- _____ Consent to Release Confidential/Proprietary/Copyright Information to Members
- _____ “EDGAR” Vendor Certification
- _____ Antitrust Certification Statement
- _____ SB 9 Contractor Certification: Contractor Employees
- _____ SB 252 Certification
- _____ Summary of Products and Services
- _____ Pricing Sheet
- _____ Market Basket
- _____ Contract Acceptance and Signature Page

If you have received an addendum to this bid, please acknowledge receipt by initialing the number of the addendum below. Please call Andrew Pickens at (806) 677-5040 to verify outstanding addenda. Failure to acknowledge outstanding addenda is cause for disqualification.

Addendum #1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

STATE-WIDE SANATIZATION SERVICES
TEXBUY RFP #020-050

ACCEPTANCE OF BID AND CONTRACT PAGE

BIDDER: Having carefully examined the Proposal Notice, General Terms and Conditions, and Specifications, the undersigned Authorized Submitter hereby proposes and agrees to furnish goods/service in strict compliance with the terms, conditions, and specifications set forth in this document. The Submitter affirms that, to the best of his knowledge, the RFP has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other submitters in the award of this proposal.

It is understood that the owner reserves the right to accept or reject any or all bids and alternates, and waive all irregularities. It is further agreed that this RFP shall be completed within the time frame set forth and at no additional cost to Region 16 ESC for unexpected or unforeseen circumstances.

Company Name _____ Date _____

Company Address _____

City _____ State _____ Zip _____

Authorized Name _____ Title _____

Authorized Signature (ink) _____

Email Address _____ Phone _____

REGION 16 ESC/TEXBUY: Your bid response is hereby accepted. As a Vendor Partner you are now bound to provide the products and services identified in this RFP. Your response has been approved by the Region 16 Education Service Center Board of Directors, including all terms, conditions, specifications, exceptions, and any amendments. The intent of this contract is to constitute the final and complete agreement between Region 16 ESC/TexBuy Purchasing Cooperative and the vendor Partner. No change or modification of this contract shall be valid unless in writing and signed by both parties. **The term of this agreement shall commence on July 1, 2020 and continue until June 30, 2021 unless terminated, canceled, or extended. By mutual agreement, the contract may be extended for three (3) additional 12-month periods ending on June 30, 2022, June 30, 2023, and June 30, 2024.**

Region 16 ESC/
TexBuy Representative Lance Terrell Title Chief Financial Officer

Signature _____ Date _____