

7. Estimated Quantities - Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to contractors in preparing proposals only. The successful Contractor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.

8. Conditions of Agreement - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.

9. Evaluation – TIPS will evaluate the best value by rating the proposals submitted by the contractors. The point score received will be the weighted score which will be used to determine awarded contractors. See Evaluation criteria sheet with applicable point weights in this document.

10. LIMITATION OF LIABILITY - Waiver: BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

11. RESERVATION OF RIGHTS - TIPS expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
- (c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue a SOLICITATION;
- (e) TIPS has the right to terminate the agreement for cause or no cause for

convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties.

- (f) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.

Evaluation for Part 2

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS will base a recommendation for award on factors permitted by the Texas Government Code section 2269. The factors which will be considered and weighted points in each area as follows (100 total points):

TIPS shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if a offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are permitted for consideration by Texas Government Code section 2269.055.

1. Price: 28 points maximum weight. Prices quoted as related to the information within the solicitation as a coefficient of the R. S. Means price book, and, if requested or proposed, any other line item pricing. Any Regular Hours Multiplier Coefficient proposed on the pricing exhibit greater than 1.5 will receive no points. A proposal with a coefficient less than 1, will receive maximum points.
2. Offerer's experience: 27 points maximum weight. Scoring may be based on references, information provided in the response or TIPS staff knowledge or any other information available to TIPS evaluators.
3. Offerer's reputation: 27 points maximum weight. Scoring may be based on references, information provided in the response or TIPS staff knowledge or any other information available to TIPS evaluators.
4. Offerers financial capability: 18 points maximum weight. Scoring may be based on bonding capacity as provided by proposer in the form of letters from the proposer's bonding surety(ies). Bonding capacity greater than \$2 million will receive maximum points. Bonding capacity less than \$25,000 will receive no points. Bonding capacity between \$25,000 and \$2 million will receive a point total between 0 and 24.

PROPOSERS FALLING BELOW A 70-POINT THRESHOLD ON PART 2 EVALUATION SECTION WILL NOT BE CONSIDERED FOR AN AWARD.

Description, Specifications and Pricing

The Part 2 INSTALLATION SERVICES section of this awarded contract will use a job order contract (JOC) for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive proposals to perform various separate job orders

in the future, during the life of the contract. Contract award is based on the bid coefficient factor which the contractor will multiply against “pre-priced” R.S. Means unit price book. The bid coefficient factor represents all of the contractor’s costs (indirect and direct), overhead and profit. The other adjustment factor is updated annually based on the City Cost Index published for the closest location.

The Part 2 INSTALLATION SERVICES scope is exclusive to the contractor. The most important decision in administering the Part 2 INSTALLATION SERVICES contract is therefore the drafting of the scope. Because the contractor has been selected and the unit price is fixed (by the unit price book and the contractor’s coefficient factor), the Part 2 INSTALLATION SERVICES contract allows contractor input prior to design, which can expedite the work.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to an R.S. Means Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB. Based on the scope of work, the contractor may apply a coefficient less than the TIPS contractor coefficient, if agreed upon by the contractor and the TIPS member. Pricing will be evaluated based upon completion of Pricing Exhibit.

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

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

Enter a multiplier coefficient in the “All Divisions” field on the Pricing Exhibit.

Pricing Exhibit must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING section.