

## NOTICE:

### **This is a two-part solicitation.**

Due to changes in the procurement statutes in recent years and various interpretations of its requirements for installation of fixtures in public buildings or some projects being considered construction public works, TIPS has determined that going to a two-part process will best meet the legal needs of all of our members.

**TIPS Members sometimes consider the installation services of the goods supplied under this contract as a public work/construction, since they may be considered fixtures or construction.**

**Proposing vendor may respond to part one or part 2 or to both parts. If you provide installation services, you should respond to Part 2 for the contract to be effective and usable by TIPS members. Failure to respond to part 2 WILL NOT affect your award chances on the Part 1.**

**It is acceptable to propose on only Part 1, but it may limit your sales opportunities for sales of goods and delivery/installation services. It is highly recommended that you respond to both parts to take advantage of all opportunities. If you need help with proposing the RS Means pricing model, please contact us for assistance.**

If you need help or explanation of the RS Means unit price book, TIPS has staff that can provide some guidance, but understanding of the unit price book method is the responsibility of the proposer.

- **Part 1** of the two-part solicitation is the goods and non-construction services section that must be procured according to Texas Education Code §44.031 and the solicitation description is a Request for Proposals. Only services that are considered non-construction are permitted under Part 1. Depending on the judgment of the TIPS Member entity, this may include installation of the Comprehensive HVAC Solutions and Services.
- **Part 2** of the two-part solicitation is the installation section for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under Texas Government Code §2269; Job Order Contracts. How the installation is classified is dependent on the judgment of the TIPS member and the work involved in the specific scope of the project.

Example: if the member is purchasing a modular building and there must be engineered footings, sidewalks, awnings and walk way covers, plumbing or electrical service installed at the site for the building, they may be required by statute to engage an independent engineer and the project may be considered a construction or public works project that requires procurement according to Texas Government Code 2269.

**ALL OF THESE TYPES OF WORK PROJECTS ARE INCLUDED IN THE RS MEANS UNIT PRICE BOOK.**

## **PART 2 – RCSP 190604 Comprehensive HVAC Solutions and Services (2) PART 2 Job Order Contract (JOC)**

Part 2 - Installation and Construction on Site Considered a Public Work - Job Order Contract (JOC)

Part 2 is a Request for Competitive Sealed Proposals as permitted by Texas Government Code §2269.

### **Procurement Solicitation Document**



### **The Interlocal Purchasing System (TIPS)**

A Cooperative Purchasing Program available for membership by Government and Other Entities in all fifty states. TIPS makes contracts available to all members.

#### ***Lead Agency***

Part 2 of the two-part solicitation is the installation section for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under Texas Government Code §2269; Job Order Contracts. How the installation is classified is dependent on the judgment of the TIPS Member entity and the work involved in the specific scope of the project.

**DUE BY July 19, 2019 at 3:00 P.M. Local Time**

RCSP 190604 Comprehensive HVAC Solutions and Services (2) Part 2 JOC

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RCSP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the Texas Education Code Section 44.031".

# General Information

## FINANCING OF TIPS

### TIPS Contractor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual contractor project sales. Contractor will pay the fee on the actual invoiced and paid sales to TIPS members. Fees are not assessed to contractors for shipping cost, required bond cost, or any taxes that may be applicable. TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

**The fee schedule for agreements awarded under solicitation is 2 %.**

### Term of Agreement and Renewals

The Job Order Contract (JOC) agreements have a different statutory requirement for Contract term of years. The initial term of the JOC agreement is for nineteen (19) months. Awarded agreements may be extended for one (1) additional consecutive one-year term. The one-year term extension may be executed with the agreement of both parties. **THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserved the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.**

### Termination

TIPS or the awarded vendor may terminate an award under this RCSP at will for cause or no cause for convenience. TIPS must provide the vendor with 30 days written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days written notice in order to protect the interests of the TIPS member that may be in negotiation.

### Contractor Questions

Questions about the specific SOLICITATION shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the following in the subject line: "SOLICITATION NAME #xxxxxx contractor question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

**QUESTIONS WILL BE RECEIVED UNTIL July 11, 2019 AT NOON Local Time.**

**Questions for Part 2 should be directed to Jensen Mabe at [Jensen.Mabe@tips-usa.com](mailto:Jensen.Mabe@tips-usa.com).**

### **Vendor Questions**

Questions about the specific SOLICITATION shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the following in the subject line: "SOLICITATION NAME #xxxxxx contractor question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

### **Pre-Bid Meeting (Not Mandatory)**

**A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [bids@tips-usa.com](mailto:bids@tips-usa.com) By Noon, June 27, 2019. If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.**

**\*If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.**

## **ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:**

Posting Date	June 6, 2019	(Thursday) at 8:00 AM Local Time
Proposal Deadline	July 19, 2019	(Friday) at 3:00 PM Local Time
Proposal Opening	July 19, 2019	(Friday) at 3:00 PM Local Time
Proposal Review Begins	July 19, 2019	(Friday) at 3:00 PM Local Time
Proposal Review Ends	August 15, 2019	(Thursday) 1 week prior to Award Date
Proposals Award	August 22, 2019	(Thursday) 8:30 AM Local Time
Award Notifications	August 22, 2019	(Thursday) 12:00 PM Local Time
	August 22, 2019	TIPS will begin posting to TIPS Website
	August 22, 2019	Responders may call for results

Non-Award letters will be mailed to contractors with No Awards. TIPS may award prior to or after the anticipated date depending on circumstances.

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

## **SPECIFICATIONS and PRICING FORMAT**

Specifications for Part 2 include installation of a Comprehensive HVAC Solutions and Services. Depending on the scope and circumstances, the pricing of may be required by Texas Government Code §2269 to be procured by a method enumerated in the statute. The method permitted by a purchasing cooperative such as TIPS is the Job Order Contract (JOC) method. The statute requires the use of a unit pricing model and the unit price book TIPS specifies is the RS Means price book. The statute also requires the pricing to be submitted as a coefficient of the Unit Price Book's line item prices. The part 2 pricing sheet provides for your proposal of the coefficient and a markup for non-listed items.

## **Pricing**

It is the intention of TIPS to establish an agreement for delivery of installation and ancillary services that are considered by the TIPS member as a public work construction project for Comprehensive HVAC Solutions and Services of this solicitation, or the entire project may be performed under Part 2.

Due to the varied scope and nature of these types of projects, TIPS members in various jurisdictions have different interpretations of what is and what is not a public work construction project requiring the Job Order Contracting (JOC) procurement process under Texas Statutes. Therefore, TIPS is providing the option for members that require the JOC process to procure those services relating to this solicitation using this contract.

**FAILURE TO PROVIDE THE JOC PRICING SHEET WITH YOUR PROPOSAL WILL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.** Proposers must provide pricing based on a multiplier coefficient of the R.S. Means price book sections for the categories solicited.

## **Wage Rates**

TIPS members usually, depending on the jurisdiction, have to designate or follow specific wage rates for their construction projects. Many times, this is Davis-Bacon Act and sometimes it may be another local wage rate determination. Regardless, the contractor must comply with the designated wage rates and the RS Means Unit Price Book has taken into account the local wage rates for the geographic area.

## **Maximum Aggregate Contract Price**

Texas Government Code §2269.403 (b) requires that the governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. Because this solicitation is available for piggyback by multiple entities, there is no accurate method to project the maximum aggregate price. Therefore, an arbitrary maximum aggregate contract price for sales by all awarded contractors under this solicitation is set at \$10,000,000,000,. This arbitrary figure is not a guarantee of any sales under the award and it should not be construed as an estimate of total sales during the contract period. If and when the \$10,000,000,000 figure is reached, the awarded contracts will expire immediately and a new solicitation may be issued if in the best interest of TIPS and its members.

## **Job Order Contracting (JOC)**

It is the intention of TIPS to establish a contract to furnish and/or deliver construction services using the Job Order Contracting construction delivery method. The work includes minor construction, repair, rehabilitation and alteration services for a wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.

**Unit Price Book (UPB)** will be the current edition of RS Means Facilities Construction Cost Data at the time of the project acceptance – the published quarterly updates will be allowed.

**Estimating Requirements:** Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or other approved estimating software. Other software than one of the four software programs listed above must be approved by TIPS.

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 a Unit Price Book (UPB) from RS Means. 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. Pricing will be evaluated based upon completion of Pricing Exhibit.

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

### **Bonding**

**Proposer must provide a letter from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.**

## **Job Order Contracting Definitions**

**CITY COST INDEX**, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

**COEFFICIENT** is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

**JOB ORDER** is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement to by the TIPS member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

**JOB ORDER CONTRACTING (JOC)** is a variable term indefinite delivery, indefinite quantity contract for construction services on an on-call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

**JOB ORDER PROPOSAL** is the response from the contractor to the TIPS Member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed

**NON PRE-PRICED ITEMS** are those items that cannot be found or reasonably compared to listed

line items in the UPB.

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the contractor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 6 AM and 6 PM, local time to the location of the project, Monday thru Friday and not occurring on a listed holiday below in section entitled "Proposal Instructions" #3. These hours include any lunch or other meal period for workers. All time, whether regular or premium hours, are subject to all labor regulations, including overtime as required by law.

## **End of Definitions section**

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### **Site Requirements (when applicable to service or job)**

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

**Preparation:** Awarded contractor shall not begin a project for which TIPS Member has not prepared the site, unless awarded contractor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded contractor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

### **Right to Work**

Pursuant to any award under this RCSP, TIPS, per Texas Gov't Code §2269.054:

(1) may not consider whether a person is a member of or has another relationship with any organization; and (2) shall ensure that its bid specifications and any subsequent contract or



other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to an organization.

### **Smoking**

Persons working under contract shall adhere to local smoking policies of the TIPS member. Smoking will only be permitted in posted areas or off premises.

### **Services**

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order/contract.

### **ENGINEERING AND ARCHITECTURAL SERVICES**

**IT IS NOT PERMITTED IN TEXAS AND SOME OTHER JURISDICTIONS FOR ENGINEERING AND ARCHITECTURAL SERVICES (A&E) TO BE PROCURED OR PROVIDED THROUGH AN INTERLOCAL COOPERATIVE CONTRACT SUCH AS THIS ONE. THE TIPS MEMBER, IF REQUIRED BY LAW, MUST ENGAGE INDEPENDENT A&E PROVIDERS ACCORDING TO THE STATUTORY REQUIREMENTS OF THEIR JURISDICTION TO PROVIDE, BUT NOT LIMITED TO, ANY ONE OR MORE OF THE FOLLOWING: PLANS, DRAWINGS, SPECIFICATION, APPROVAL, REVIEW, SUPERVISION, ETC.**

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded contractor. It is okay if the TIPS member provides a general scope, but the awarded contractor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base TIPS contract.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded contractor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded contractor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a

purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded contractor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded contractor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded contractors TIPS project files, documentation and correspondence.

### **Costs Pass Through**

Bonding cost, taxes and permit fees paid by the contractor for a Job Order Contract for a TIPS member shall pass through the cost at no markup to the TIPS member. Other pass through costs, if desired, may be determined with the member at the time of contract negotiation.

## **About TIPS**

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

It is the purpose of this SOLICITATION to establish awarded contractor agreements to satisfy the Job Order Contract procurement needs of participating member entities. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance contractors. Proposers are requested to submit a proposal for offering their Job Order Contract services and/or goods commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) according to the evaluation criteria. Proposer must actually provide the requested services. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple contractors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

## Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring Job Order Contracting services through competitively procured contractor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” contractors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices. Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

## Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded contractors and to make purchase and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables contractors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

## Purchasing Procedures

- Agreements are established through free and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation. Purchase orders, contracts or equivalent are issued by participating governmental entities directly to the Contractor. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Contractor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the contractor and report the purchase to TIPS.
- **NOTE: It is always the contractor’s responsibility under the TIPS agreement to report all sales under the agreement to TIPS.**
- Contractors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Contractor receives payment directly from the participating member agency.

## Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS “may” be public information. In the documents for the proposer to complete is a declaration form entitled “CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT

REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552” that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

## Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, IONWave.
2. Proposals may be amended at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year’s Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS to all those knownto have reviewed the SOLICITATION documents through our electronic bidding software, IONWave.

### **PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and its members at any time during the term of an awarded agreement with the contractor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

**Felony Conviction Notice (Required in Texas) -Notification of Criminal History** “A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction

of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required 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 agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

### **References**

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, Colleges/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section. This critical as it is an evaluation criterion.

### **Contractor Certifications**

Contractor certifications will include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is relevant to their entities’ policies.

There is a form that relates to all contractors that is required by Federal Regulation when federal funds are expended by a member. Contractors should complete all requested forms agreeing to comply with the federal regulations.

### **Vendor Agreement**

Contractor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

### **Vendor Agreement Signature Form**

Contractor Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” VENDOR AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

### **Warranty (If applicable)**

Warranty documentation must be scanned and uploaded to the “Response Attachments” WARRANTY section.

### **Protest Procedure**

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

[http://www.tips-usa.com/assets/documents/docs/letters/Protest\\_Procedures\\_for\\_Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

### **Supplementary Catalogs and Information (If applicable)**

Supplementary Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. (Company brochures, company and key personnel profiles, marketing documents, product information, etc.) Scan all documents together as one PDF document and upload to the SUPPLEMENTARY section. Supplementary information is not required, but recommended.

### **LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS**

Depending on different entities’ and jurisdictions’ laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

## **Terms and Conditions**

- 1. Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded contractors of another solicitation, if TIPS decides it is in the best interest of our members.
- 2. Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to “sunshine” laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
- 3. Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Contractor may lower their initially proposed price coefficient at any time during agreement period.
- 4. Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. **IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED REQUIRED SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.**
- 5. Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
- 6. Equal Pricing** – Pricing proposed shall be provided to TIPS members. Pricing may always be lowered by the contractor if circumstances permit to provide better value to TIPS members and for the contractor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.

**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 18.

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 scope is exclusive to the contractor. The most important decision in administering the Part 2 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 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 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 5 – Metals)
- RS Means (Division 6 – Woods and Plastics)
- RS Means (Division 7 – Thermal and Moisture Protection)
- RS Means (Division 8 – Doors and Windows)
- RS Means (Division 9 – Finishes)
- RS Means (Division 22 - Plumbing)
- RS Means (Division 23 – Heating, Ventilation and Air Conditioning)
- 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.