



**COOPERATIVE PURCHASING PROGRAM**  
 Houston-Galveston Area Council of Governments  
 3555 Timmons, Suite 120, Houston, TX 77027  
 Phone: 800-926-0234 Fax: 713-993-4548  
[www.hgacbuy.org](http://www.hgacbuy.org)

INVITATION TO SUBMIT COMPETITIVE:	<input type="checkbox"/> <b>BIDS</b>	<input checked="" type="checkbox"/> <b>PROPOSALS</b>
INVITATION No.: <b>SE05-20A</b>	ISSUE DATE: <b>May 05, 2020</b>	
CATEGORY:	<b>VIDEO SURVELLIANCE, ACCESS CONTROL AND SECURITY FENCING SYSTEMS</b>	

**PURPOSE OF THIS INVITATION**

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7,000 member local governments, districts, agencies in 49 states across the nation.

**Note: Responses will be accepted by online electronic submissions. Responses are scheduled to be “Opened by HGAC” on the date and time indicated.**

Go to <https://www.hgacbuy.org/bid-notice> and click on the corresponding link.

**PROCUREMENT SCHEDULE & DETAILS**

<b>DRAFT SPECIFICATION / INVITATION:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE:</b>	N/A
<b>FINAL SPECIFICATION / INVITATION:</b>	May 05, 2020
<b>BID/PROPOSAL RESPONSES DUE:</b>	June 04, 2020 @ 1: 00p.m CT H-GAC Clock
<b>PUBLIC RESPONSE OPENING:</b>	June 04, 2020 @ 2: 00p.m CT H-GAC Clock
<b>RECOMMENDATIONS TO BOARD:</b>	September 15, 2020
<b>CONTRACT START DATE &amp; TERM:</b>	November 01, 2020 through April 30, 2022
The documents comprising this Invitation are available via web download at: <a href="https://www.hgacbuy.org/bids/">https://www.hgacbuy.org/bids/</a>	
For assistance regarding this Invitation, please contact:	
Name: <b>Jasmine Wilson</b>	Phone: <b>713-993-4554</b> E-mail: <b>Jasmine.Wilson@H-Gac.com</b>

**CONTENTS OF THIS INVITATION**

- SECTION A** - General Terms & Conditions
- SECTION B** - Product/Service Specific Requirements & Specifications (Final)
- SECTION C** - **HGACBuy FORMS** (Final)
- SECTION D** - Pro-Forma (Sample) Contract

**This procurement conforms to government requirements for Competitive Procurement.**

## **LABELING OF SEALED RESPONSE PACKAGE**

### **IMPORTANT:**

Responses will be accepted by online electronic submission only. There will be (2) links provided in the solicitation documents detailing the following:

- How to submit your bid electronically
- Instruction on uploading your bid

These links can be downloaded from HGACBuy website: <https://hgacbuy.org/bid-notices>

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**SECTION A**  
**GENERAL TERMS & CONDITIONS**  
**FOR BIDS AND PROPOSALS**

**SE05-20A**

**VIDEO SURVEILLANCE, ACCESS CONTROL AND SECURITY FENCING SYSTEMS**

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**1. INTRODUCTION**

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

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**2. DEFINITIONS, ABBREVIATIONS & ACRONYMS**

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

**Definitions and Abbreviations:**

**Acceptance.** Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

**Aggregate/Single Occurrence.** The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

**Approved.** Acceptable to the "authority having jurisdiction."

**ARO.** "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

**Authority Having Jurisdiction.** The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

**Bidder.** Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

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

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

**Contract Pricing Worksheet.** The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

**Contractor.** The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

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

**Defect.** A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

**Electronic Media.** As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

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

**Listed.** Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

**Manufacturer.** The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

**May.** A term indicating a permissive use or an acceptable alternative to a specified requirement.

**Member.** An authorized Participant in the Program. (See "**Participant**" and "**End User**")

**Motor Vehicle.** The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

**Must.** A term indicating a mandatory requirement.

**Offer or Offering.** Any product or service offered in reply to this Invitation.

**Offeror.** Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

**Participant.** Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

**Product Liability Insurance.** Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

**Product or Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

**Proposer.** Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

**Purchaser.** The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

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

**Quotation.** See "Contract Pricing Worksheet".

**Receipt.** Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

**Response.** All or part of any offering submitted in response to this Invitation.

**Shall.** A term indicating a mandatory requirement or action.

**Should.** A term indicating a recommended or advised response to a specified requirement.

**Vendor.** A manufacturer's representative or dealer authorized to make sales and supply parts and service.

#### **Acronyms:**

**ANSI** = **A**merican **N**ational **S**tandards **I**nstitute

**ASTM** = **A**merican **S**ociety for **T**esting and **M**aterials

**ASME** = **A**merican **S**ociety of **M**echanical **E**ngineers

**CFR** = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. Department Of Justice  
DOT = U.S. Department Of Transportation  
EPA = U.S. Environmental Protection Agency  
FAA = Federal Aviation Administration  
FMVSS = U.S. Federal Motor Vehicle Safety Standards  
H-GAC = Houston-Galveston Area Council of Governments  
IEEE = Institute of Electrical and Electronics Engineers  
MVD = Motor Vehicle Division of Texas Department of Transportation  
NFPA = National Fire Protection Association  
NHTSA = National Highway Traffic Safety Administration  
NIOSH = National Institute For Occupational Safety And Health  
NIST = National Institute of Standards and Technology  
NTEA = National Truck Equipment Association  
OSHA = U.S. Occupational Safety and Health Administration  
RRC = Railroad Commission of Texas  
SAE = Society of Automotive Engineers  
TBPC = Texas Building and Procurement Commission (formerly GSC)  
TxDOT = Texas Department Of Transportation  
UL = Underwriter's Laboratories Inc.  
VTCS = Vernon's Texas Civil Statutes

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### 3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of H-GAC or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

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### 4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. H-GAC's objective is to ensure that End Users, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

#### **A. Single Respondent Acting Alone Or As "Lead" For A Group:**

**Offeror** shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

#### **B. Multiple Respondents Acting Jointly:**

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with H-GAC and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with H-GAC may process purchase orders and payments.

**In any event, Offeror may be a party to one, and only one, response.**

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### 5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
  - Reject any and all offers received in response to this Invitation.
  - Reject any part of an offer received in response to this Invitation.
  - Determine the correct price and/or terminology in the event of any discrepancies in any response.
  - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
  - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
  - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
  - Hold discussions with **Offerors**, although award may be made without discussion.
  - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
  - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

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## 6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

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## 7. SURETY FOR INSURANCE

**Contractor** shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

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## 8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked “confidential” or “proprietary”, the Response may be deemed non-compliant.

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## 9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
  - Agency name
  - Contact person name
  - Address
  - Phone & Fax numbers
  - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

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## 10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:
  - General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
  - Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.
  - Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.



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## 11. OFFEROR CERTIFICATIONS

**Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.**

### Non-Collusive Response

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

### Non-Biased Specifications

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

### No Financial Interest or Other Conflict

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

### Debarment and Suspension Status

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

### Insurance Coverages

**Offeror** has and will maintain insurance coverage in accordance with the requirements of this Invitation.

### Licensing & Permits

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

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## 12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

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### 13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

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### 14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

<p><b>NOTE:</b> In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made <b>ONLY</b> with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a <b>Form A</b> from a licensed Texas Motor Vehicle Dealer</p>
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### 15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

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### 16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

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

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

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### 17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.
- d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

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## 18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

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## 19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

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## 20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

### Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

### Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror**'s response.

### Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

#### **Other Options**

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.
- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

#### **Published & Unpublished Options**

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

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## **21. WARRANTIES, SALES & SERVICE**

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

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## 22. H-GAC ORDER PROCESSING CHARGE

**H-GAC** will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

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## 23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
  - b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
  - c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.
- 

## 24. INSPECTION / TESTING

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

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## 25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
  - b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
  - c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
  - d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
  - e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
  - f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.
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## 26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

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## 27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be

considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.
- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
  - The procedure to be used by an **End User** requiring repairs.
  - Typical turn-around time on repairs.
  - Service Department days and hours of operation.
  - Number of qualified / factory trained service personnel normally on hand.
  - Description of the parts inventory on hand.
  - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
  - Name and address of **Offeror**.
  - Date and hour of public response opening.
  - Bid/Proposal Invitation number.
  - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".**H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.
- m. **First Section:**
  - **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
  - **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
  - **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.

- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). It is Bidder's responsibility to download the form and furnish a completed copy with the Response.
- **Form 1295 – Certificate of Interested Parties** – Must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and provided from each entity that has submitted a Form A for this submission.
- **House Bill HB 89 Verification Form** – completed and signed and provided from each entity that has submitted a Form A for this submission.
- **References**, formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

**Second Section:**

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

**Third Section:**

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

**Fourth Section:**

- Copies of any applicable Texas MVD Licenses.
  - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

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**28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS**

- If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

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## 29. INCONSISTENT INFORMATION

**H-GAC** review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the **FORMS**. **Offeror's** information supplied on the **FORMS** shall take precedence in the event any standard “boilerplate” type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed **FORMS** supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

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## 30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
- **Offeror** misstates or conceals any material fact in the Response, or if,
  - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- d. **The following occurrences require disqualification of the bid/proposals:**
- Unsigned or unauthorized signatures on bids/proposals;
  - Bids received after the date and time for opening
  - Bids where prices are conditional on award of another bid or are subject to unlimited escalation
- e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC**.

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## 31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

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## 32. RESPONSE EVALUATION

### For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for frequently purchased options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

### For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.



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### 33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

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

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### 34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within forty-five (45) calendar days after presentation by **H-GAC**. If a contract is not executed within forty-five (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
  - 1st The contract document signed by **H-GAC** and **Offeror**.
  - 2nd This Invitation and all specifications referenced herein.
  - 3rd **Offeror's** response to this Invitation.

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### 35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

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### 36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

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### 37. PERFORMANCE & PAYMENT BOND

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

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### 38. CHANGE ORDERS

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

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### 39. DUPLICATION OF TERMS OR STATEMENTS

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

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### 40. PUBLICITY

**H-GAC** encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

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#### 41. TAXES

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

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#### 42. DRUG FREE WORKPLACE

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

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#### 43. PRODUCT NOTICES & MAILINGS

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

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#### 44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by **Contractor**.
- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's** **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

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#### 45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

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#### 46. CONTRACT ITEM CHANGES

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

- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

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#### 47. FORCE MAJEURE

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

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#### 48. PERFORMANCE UNDER CONTRACT

**H-GAC** is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
  - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
    - **End User** name
    - Product/Service purchased, including Product Code if applicable
    - End User Purchase Order Number
    - Purchase Order Date
    - Product/Service dollar amount
    - **HGACBuy** Order Processing Charge amount
  - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30<sup>th</sup> day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

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#### 49. CONTRACTOR ORIENTATION/TRAINING

**H-GAC** believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as

possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

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## **50. LEGAL & CONTRACTUAL REMEDIES**

### **RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS**

#### **Procedure**

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of **H-GAC** by certified mail which identifies the following:

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

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

#### **Expedited Resolution**

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

#### **Appeals**

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

### **RESOLUTION OF CONTRACT DISPUTES**

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

### **SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW**

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

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**51. NATIONWIDE SALES OPPORTUNITIES**

**HGACBuy** provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

**End of Section A General Terms And Conditions**

## SECTION B PRODUCT SPECIFIC REQUIREMENTS

For

### VIDEO SURVEILLANCE, ACCESS CONTROL AND SECURITY FENCING SYSTEMS

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#### 1. PURPOSE AND SCOPE

**HGACBuy**, the Cooperative Purchasing Program of the **Houston-Galveston Area Council of Governments (H-GAC)** is issuing this Request for Proposal (RFP) for the acquisition of Video Surveillance, Access Control & Security Fencing Systems. Our intention is to establish a contract(s) with qualified and cost-effective provider(s) who will furnish such equipment/services, under a two-year blanket contract, which will be made available to **H-GAC** or any of our 7000 + local government and qualified non-profit members (**End Users**) throughout the United States. Our expectation is that **End Users** purchasing covered services through our Program will receive high quality service more cost effectively and in a timelier manner than they would be able to accomplish by doing the basic procurement themselves.

The scope of this RFP is to establish contracts with qualified vendors to supply a broad array of video surveillance/CCTV systems, controlled building access systems, security fence systems, IP-based surveillance systems, remote area or special event surveillance systems, full body imaging systems and related wireless instant notification equipment. This RFP targets security industry integrators offering a comprehensive array of brands and technologies that can effectively manage the design, installation and service of such systems.

Respondent shall demonstrate in the response to this RFP how sales, service, training and support of equipment and systems will be achieved and provided to **HGACBuy End Users**. Respondent shall use performance standards to show how they can help monitor and protect various buildings and property sites. The base components will serve as a starting point upon which **End Users** can build their final desired systems (through option add-ons and upgrades). A comprehensive list/catalog of components shall be priced and included in your Response.

Respondent and any subcontractor(s) to be used by Respondent shall have as a minimum, a class B license issued by the Department of Public Safety in the state of Texas (Title 10, Occupation Code Chapter 1702: Private Security Act). Respondent and its subcontractors shall also have the necessary licenses required by the state in which work is performed for **HGACBuy End Users**. Under no circumstances shall **H-GAC** or its **End Users** be held responsible for a Contractor or its sub-contractors who fail to have the proper state/county/city permits and licenses to perform the contracted work.

## 2. COMMITMENT

**Offeror** is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits to the following:

- **HUB Participation** – It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** must make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort must include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):
  - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
  - 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

**NOTE:** The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).



### 3. CONTRACT PERIOD

The commencement date of a contract for those Respondents whom have been awarded contracts resulting from this RFP will be November 1, 2020 and shall remain in effect for two (2) years with an end date of April 30, 2022. At that time, **H-GAC** shall have the option to renew the contract, under the same terms and conditions, for up to two (2) one-year extensions when agreed upon by all parties concerned in writing. Active **End User Service Agreements** in place at contract expiration shall continue in full force and effect thru the term stipulated in the **End User Service Agreement**. The Order Processing Charges will no longer continue to be due to **H-GAC** after contract expiration.

### 4. DEFINITIONS AND ABBREVIATIONS

**Electric Door Strike:** An electric door locking device that will unlock door when power is applied or removed.

**Lux:** The unit of illuminance in the International System of Units (SI). It is defined in terms of lumens per meter squared (an alternative unit is the watt per meter squared ( $W / m^2$ )).  $Lux = W/m^2 \times 683$ .

**Strike:** Plate mounted on a door jamb to accept and restrain a bolt on a closed door.

**TCP/IP:** Transmission Control/Internet Protocol. Basic internet communication protocol used as a communications protocol in a private network (either an intranet or an extranet).

**TSP:** Twisted Shielded cable.

**VGA:** Video Graphics Array. Graphics display system in text mode; VGA systems typically provide a resolution of 720 by 400 pixels. In graphics mode, the typical resolution is either 640 by 480 in 16 colors or 320 by 200 in 256 colors. In higher-resolution modes, the typical VGA system can produce displays with any combination of 512 to 800 pixels wide in 16 colors or 256 to 400 pixels wide in 256 colors.

### 5. CATEGORY CODES / BASE SYSTEMS

This RFP includes the following Base System categories:

- A. Video Surveillance Equipment & Software
- B. Controlled Building Access Equipment & Software
- C. Security Fencing and related Perimeter Intrusion Equipment & Software
- D. Wireless Duress/Panic Alarm and Instant Notification Equipment & Software
- E. IP-Based Video Surveillance Equipment and Managed Software
- F. Portable Remote Location or Special Event Surveillance Systems & Software
- G. Infrared Body Imaging Systems & Software

Respondent shall select from the Base System categories (A thru G) shown above. If Respondent will be submitting a Response that covers more than one of the Base System categories, there is no need to submit separate Responses. However, each Base System category must be proposed separately and clearly identified in the Response, so as not to confuse one category from another. All Base Systems shall show component pricing separate from installation pricing. All pricing for product offerings shall be shown under Sub-section 13, TAB G.

### 6. H-GAC ORDER PROCESSING CHARGE

As described in Section A (Sub-section 22), for each purchase order processed under an awarded contract, **H-GAC** will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied.

Upon receipt of payment from **End User**, Contractor shall promptly remit the Order Processing Charge to **H-GAC**.

**NOTE:** It is the Respondents responsibility to take Order Processing Charge into consideration when preparing the Response, by building this Charge into the offered pricing accordingly. For example: a 20% discount-off list price should ideally be listed in response as 18.5%.

## 7. COMPETITIVE PRICING

By submission of a Response, Respondent certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Respondent shall explain how offered pricing differs from “best” pricing, and by how much.

## 8. CATALOG DISCOUNTS

A crucial component of this RFP is catalog/retail price sheets. Respondent shall include copies of all Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) at their disposal (most current, at time of Response submission) that cover related equipment and software for base system offerings. Respondent shall include this pricing under Sub-section 13, TAB G. Catalogs/Retail Price Sheets shall list the name of each Manufacturer, formal Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) name and effective date (e.g. “ABC Company 2012 Retail Price Book”) along with a percentage-off the retail price. Under this contract, **End Users** that do not need a complete system will also be able to purchase components only (for example: An **End User** may purchase only a monitor or a camera).

**NOTE:** If there are additional products/services your company offers that are not listed in your Catalog(s)/Retail Price Sheet(s), make sure you submit a detailed listing of those products/services with pricing. It is difficult to sell products you have not listed within your Response. Products not offered in your Response are considered to be “Unpublished Options”. “Unpublished Options” may be sold, but only if the total cost of all Unpublished Options remains below twenty-five percent (25%) of the total cost of all Base System Item(s) plus any Published Options purchased. Therefore, make sure you list and price all products and services your company may offer.

## 9. INSTALLATION: CABLE & LABOR COSTS

Respondent shall include, within Sub-section 13, TAB G, pricing for the following installation elements if applicable:

- Cost per 1000-feet of RG59U plenum-rated coaxial cable, with two BNC connectors and hangers.
- Cost per 1000-feet of RG6U plenum-rated coaxial cable, with two BNC connectors and hangers.
- Cost per 1000-feet of Single mode fiber optic cable with connectors and hangers.
- Cost per 1000-feet of CAT5 E cable.
- Cost per 1000-feet of composite access control reader cable, covering various types of door components/readers.
- Cost per interior IP camera installation to include 100 meters of CAT5 Plenum cable, Ethernet connectors cable hangers; installation of cable; installation and aiming of cameras.
- Cost per exterior IP camera installation to include 100 meters of CAT5 Plenum cable, 4-feet of flexible weather-resistant, Ethernet conduit, cable hangers; installation of cable; installation and aiming of cameras.
- Cost per MDF/IDF location to include installation of server, network equipment and power equipment.

**NOTE:** All coaxial cable shall be, at a minimum, 95% shielded, braided cable with a 20-gauge solid copper core conductor.

**NOTE:** Make sure you list all products your company may offer. Respondent shall be specific in providing adequate description(s) of installation cost scenarios.

**NOTE:** All installation, cable and labor cost shall be shown separately from Base System component pricing.

## 10. MAINTENANCE AND REPAIR

Respondent shall include, within Sub-section 13, TAB G, pricing of all labor costs for maintenance and repairs, in cost per hour and/or lot price scenarios.

**NOTE:** Maintenance contract pricing, such as multi-year contracts or extended warranty options may be addressed during the life of this contract on individual End User Purchase Orders.

## 11. TRAINING

With the purchase of each new system and individual components under this RFP and subsequent contract award, vendors shall provide **HGACBuy End Users** with adequate resources, which, at the very least, shall be comprised of comprehensive owner’s manual, covering all components purchased in the specific system (the price of such items

shall be included in the base system price). **End Users** must have an ongoing opportunity for communication with an engineer, sales engineer, or qualified technician, beginning at the time of installation and extending for the useful life of each system. Under a subsequent contract, Contractor shall afford **HGACBuy End Users** on-site training which shall take place at **End Users** location. Respondent shall include, within Sub-section 13, TAB G, pricing for system training. Respondent shall also include detailed descriptions of training to be provided. Respondent may present this in a price-per-hour and/or set pricing scenario, but shall address training instructor costs, as well as training material, travel, and other relevant costs breakdowns. Where such training or training elements are standard and included in the base unit prices, Respondent shall provide details and describe it as “Standard.”

## 12. RESPONDENT QUALIFICATIONS

Responses shall be considered only from those Respondents which, in **H-GAC’s** opinion, have the reputation, experience and skills necessary to provide the required Equipment and Services to **End Users**. In that regard, Respondent must meet the following requirements:

- a. Hold all licenses/permits required by any authority having jurisdiction over business transacted.
- b. Have at least ten years of experience in provision of the services described herein.
- c. Have at least five years of experience providing the service to public entities.
- d. Have enough staff and resources to provide required depth of services to all Members.

## 13. PROPSAL RESPONSE COMPONENTS

Responsible Respondents should provide straightforward, concise information that satisfies the requirements noted herein. Emphasis should be placed on conformity to **H-GAC’s** instructions, requirements of this RFP, and completeness and clarity of content. The following core areas must be addressed specifically in any response to this proposal:

- a. This RFP is intended as a basis for selection of experienced and qualified contractors to provide equipment and services falling within the scope of this proposal. In that regard, Respondents shall be required to submit Responses that provide all information requested and conform to the requirements detailed herein. **If any requirement herein conflicts with any requirement for Responses detailed in Section A, Section B shall supersede the Section A requirement.** These same requirements shall apply to any best and final offers (BAFOs) that may be requested.
- b. Respondent shall provide an electronic the response, **IMPORTANT: Responses will be accepted by online electronic submission only. Instructions will be provided in the solicitation documents and can be downloaded from HGACBuy’s website, <https://www.hgacbuy.org/bid-notice>.**The complete Response must be submitted electronically (“Electronic Copy”), such that the entire response can be uploaded to **HGACBuy’s** data system. **The electronic copy must contain all completed H-GAC Forms in their original EXCEL format.**
- c. The submission shall be set-up with TAB’s that correspond to the TAB’s listed below. Each TAB (A thru G) shall contain the information as directed, under that particular TAB. **It is extremely important to set-up the responses as instructed. Responses not organized in the prescribed manner may be eliminated from consideration. The Respondent must respond in sequential order to all items listed in the RFP. The items in these Tabs (A-G) must be addressed completely.**
- d. Propriety information, trade secrets or confidential commercial and financial information must be clearly identified as such, so as not to be made available on the website. The Respondent is advised that **H-GAC** is a government agency and as such, Access to government records is governed by the Open Records Act/Texas Public Information Act, Texas Government Code, Chapter 552.

**NOTE: The following information (Tabs A-G) will be evaluated and determine the Respondent’s final score.**

### TAB - A. Required H-GAC Forms, Completeness & Overall Structure of Response

Place all completed and signed **H-GAC Forms** (A, B, C, H and Form CIQ, Form 1295, HB89, CCI, W9) if required) here. **Forms** in the binders labeled “Original” must contain original signatures.

### TAB - B. Business History/Background and References

- ❖ **Respondent must address each individual item listed below in their proposal (a-c).**

Provide detailed company information including:

- a. Ownership, history and current organization.
- b. Current capitalization and gross revenue for each of the last three completed fiscal years.
- c. References: Combine total of ten (10) government entities and or non-profits. The following information is required of each reference:
  - Organization name and mailing address.
  - Contact name with telephone number and email address.
  - How long have they been a customer and type of equipment/service provided?
  - If your company provides services nationwide, list references outside the State of Texas.

#### TAB - C. Service Capabilities

- ❖ **Respondent must address each individual item listed below in their proposal (a-j).**

Describe in detail and as applicable, your

- a. Technical support services/levels available, including a 24/7 capability and toll-free phone number.
- b. Customer service structure and organizational chart, maintenance staff and locations.
- c. Geographic presence, number of employees and office locations. Maps and graphics are useful (**Be very specific as to geographic locations and capabilities.**)
- d. Services being provided to private customers/government.
- e. Affiliations and partnerships.
- f. Website presence and functionality available to **End Users**. Include any automated order entry process and/or billing and payment capability available on your website.
- g. Response to local governments during “Emergencies” (e.g. your company’s involvement during natural disasters such as Hurricane Katrina, Rita, Irene, Sandy, etc.).
- h. Explain any security and fraud detection capability that is part of your service.
- i. Describe company policy and or process **End Users** will follow to repair/replace and/or deactivate equipment under warranty due to damage or theft and for equipment out of warranty.
- j. Describe any quality assurance programs that are currently in place.

#### TAB - D. Reporting Capabilities

- ❖ **Respondent must address each individual item listed below in their proposal (a-e).**

Describe each of the following reports. In addition, provide a sample copy of each report that Respondent intends to supply to **HGACBuy End Users**. Activity Reports are to be sent to **H-GAC** on a quarterly basis and should be sent directly to the Procurement Specialist who is assigned to this specific category specification. Reports shall be in Excel format and can be sent by electronic mail. Reports can be combined.

- a. Customer Usage Reports including frequency of reporting, electronic capabilities, and consolidation capabilities.
- b. Customized reporting based on **End User** requirements.
- c. Service Rate Change Reports, as needed.
- d. **End User** Activity Reports for use by **H-GAC**.
- e. **H-GAC** Administrative Charge reports to determine payment from Contractor to **H-GAC**.

#### TAB – E. Marketing Plan

Respondent must provide a written, point-by-point narrative, explaining in detail what activities you would undertake to pro-actively market and promote an **H-GAC** contract to local government and non-profit **End Users** nationwide (i.e., the development of a co-brand marketing campaign). Specifics might include such things as sales calls, types of marketing materials, mail-outs, etc.

#### TAB – F. End User Service Agreements

Provide a copy of any standard “**End User**/Customer Service Agreement” (or whatever your company refers to such document) which may be executed by **End Users** who would obtain services from your company thru a potential **H-GAC** contract. Particulars of any Customer Service Agreement are negotiable by the parties at

the time of actual order placement. If you do not use an “**End User**/Customer Service Agreement”, provide a description of your standard order process.

**TAB – G. Pricing for Product and Services Offering**

Respondent must provide detailed and comprehensive pricing for all cost associated with products and services being offered in your response on **H-GAC Forms D & E**. This is where you should include all Published Manufacturer Catalog(s)/Offeror Retail Price Sheet(s), if applicable. Include all pricing and discounts being offered. This includes all options and additional products and services that are part of your Response. Also, include any applicable installation labor (hourly rate), warranties, service call charges, repair parts, maintenance contracts, and technical support charges. All products/services listed must be coded (product number/parts number) and described in such a way that **HGACBuy** staff can easily check and verify Contract Pricing Worksheets and Purchase Orders. Published Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) should also be provided in “Original, Copy and on Electronic Copy.” The objective is to submit a price list and or catalog(s) for ALL equipment and services that you intend to provide to **End Users** thru an **H-GAC** contract. **Respondent shall follow the format shown in the Form D (Example) below when quoting products and services.**

All Published Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) pricing and all options pricing shall be exclusive of freight and delivery costs associated with delivery to **HGACBuy End Users**. Respondent shall include with Response, delivery costs as a cost per mile or set regional delivery cost per **HGACBuy End User** destination.

Permit costs associated with local city, county, or other local jurisdictions shall be added to **End Users** final system pricing.

**Form D Pricing** – Respondent must provide the following information on **Form D**.

- Service Category (A, B... G) and Title of category.
- Product Manufacturer Name.
- Name and effective date of Manufacturer Catalog(s)/Offeror Retail Price Sheet(s).
- Discount percentage being offered off Manufacturer Catalog(s)/Offeror Retail Price Sheet(s).
- Include Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) with proposal, electronically (in WORD or EXCEL format).

**NOTE:** Catalog(s) or Price Sheet(s) listed without discount percentage(s) **WILL NOT** be included in any contract awarded thru the **HGACBuy Program**.

**Form E Pricing** – Respondent must provide the following information on **Form E**.

- Pricing of all offered options. Any upgrades, downgrades, optional equipment, accessories and services offered by Respondent that may not fit into a particular Service Category (A thru G), that you desire to sell thru a **H-GAC** contract, if awarded.
- List any additional products/services your company offers that are not listed in your catalog. Make sure you submit a description of those products/services with pricing (i.e.: installation labor hourly rate, warranties charges, service call charges, repair parts pricing, maintenance cost, and technical support charges,).
- List any products/services your company offers but are not listed in your catalogs that may be offered through a third-party vendor. Make sure you submit a detailed listing of those products/services with pricing.
- All Published Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) pricing and all options pricing shall be exclusive of freight and delivery costs associated with delivery to **HGACBuy End Users**. Respondent shall include with Response, on **Form E**, delivery costs as a cost per mile or a set regional delivery cost per **End User** destination.
- Include Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) with proposal, electronically (in WORD or EXCEL format).

**NOTE:** Permit costs associated with local city, county, or other local jurisdictions shall be added to End User final system pricing.

<b>FORM D (Example) - Product and Service Offerings (Tab G)</b>		
<b>Offeror Name:</b>	<b>Burton Security, Inc.</b>	
<b>Invitation No.:</b>	<b>SE05-20A Video Surveillance, Access Control &amp; Security Fencing Systems</b>	
<b>Name of Manufacturer</b>	<b>Formal name and effective date of Manufacturer's Catalog or Offerors Retail Price Sheet</b>	<b>Discount %</b>
<b>A. Video Surveillance Equipment &amp; Software</b>		
AJP Industries	AJP Industries Video Surveillance Equipment Catalog – August 16, 2018	18.5
VJ Technologies	VJ Video Surveillance Equipment & Software Price Book – May 3, 2018	24
AllStar Networks	AllStar Video Surveillance Network Price Sheet – November 8, 2018	21.5
<b>B. Controlled Building Access Equipment &amp; Software</b>		
AJP Industries	AJP Industries Controlled Building Access Catalog – June 5, 2018	20.5
VJ Technologies	VJ Technologies Access Control Equipment Price Book – September 1, 2018	24
Barnes Control Equipment	Barnes Control Access Equipment & Software Price Sheet – January 10, 2018	28.5
Chappel Access Controls	Chappel Access Controls Equipment & Software Catalog – April 30, 2018	16
U2 Building Control	U2 Building Access Equipment & Software Price Sheet – October 31, 2018	22
<b>G. Infrared Body Imaging Equipment &amp; Software</b>		
AJP Industries	AJP Industries Imaging Equipment Catalog – August 16, 2018	20.5
Palmer Imaging	Palmer Imaging Equipment & Software Catalog – July 20, 2018	26
Sun Thermal Imaging	Sun Digital Infrared Thermal Imaging Software Price Sheet – June 1, 2018	30.5

**IMPORTANT:** As part of the pricing and evaluation process, Respondent is required to provide a minimum of two (2) separate scenarios of past purchases. Provide this information in a spreadsheet format with all facets including part numbers, descriptions, quantities, pricing, installation costs, training costs, delivery costs, etc. Include everything that encompasses a standard project. Make sure each system scenario is fully explained in laymen's terms. **Make sure this project is TABBED separately at the end of this section under the TAB heading Pricing Scenarios.**

#### 14. RESPONSE EVALUATIONS

H-GAC staff will carefully review all Responses submitted to determine the extent to which they comply with requirements herein, and to which Respondent(s) best meet the needs of **HGACBuy End Users**. H-GAC may choose to use competitive negotiations to develop the final contract(s) with qualified Respondent(s).

Responses will be evaluated in two stages. The first stage will be a general subjective evaluation of the completeness of the required H-GAC Forms and overall structure of response (**Pass/Fail**). Responses deemed to be responsive will then be passed to the second stage.

The second stage will be scored using the criteria below, with a maximum score of 100 points. The approach and criteria are those that are applicable to a competitive negotiated procurement whereby Responses are evaluated to determine which Responses are within a Competitive Range. Criteria descriptions are not meant to be exhaustive and H-GAC may use any obtainable relevant information in the evaluation process.

**PAST PERFORMANCE** – An evaluation will be conducted of the Bidder's previous contract performance as an HGACBuy contractor based on the performance measured listed below. **Maximum score is 25 points.**

<b>PERFORMANCE MEASURES</b>
Timely response to request for information and/or request for quotes/pricing (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A 48e)
Timely delivery of product or services (as quoted at time of order placement) (Sec A, 25c)
Quality of products/service (Sec A, 25d, 44f)

Timely and accurate submission of Contractor's Activity Report (Sec A, 48h)
Timely payment of order processing charge (Sec A, 44g, 44h)

Respondents with a score of at least 75 points may be eligible for contract award recommendation, at **H-GAC's** sole discretion. Discussions and negotiations may then be carried out with Respondents within the Competitive Range, after which Best and Final Offers (BAFOs) may be requested. However, **H-GAC** may select a Response(s) for award without any discussions or negotiations or request for any BAFOs.

**H-GAC** will choose the Respondent(s) that it finds to be most advantageous to **HGACBuy End Users**, based upon the evaluation criteria. The results of the evaluations and the selection of a Response(s) for any award will be documented.

If an award recommendation is made and approved by **H-GAC's Board of Directors**, the Respondent(s) may be invited to execute a contract, again at **H-GAC's** sole discretion.

**Evaluation Criteria Table**

Criteria Description	Possible Point Award
<b>A. H-GAC FORMS</b> , other required documentation and overall completeness of Proposal: This includes demonstrated ability to meet the small and minority businesses, women's business enterprises, and labor surplus area firm participation, or a documented "good faith effort".	<b>Pass/Fail</b>
<b>B. Business Viability and Capability:</b>	<b>45</b>
<b>C. Services and Rates:</b>	<b>30</b>
<b>D. Performance Measures</b>	<b>25</b>
<b>Total:</b>	<b>100</b>

**H-GAC** may recommend one or more contract award, as may be determined necessary, to serve the best interests of its **End Users**.

#### **15. EQUIPMENT & SERVICES - BASIC REQUIREMENTS**

The following systems (A, B, C, D, E, F and G) contain minimum configurations. Expand your product and service base to include all products and services you intend to sell to any or all the **HGACBuy End Users**. Make sure that you CLEARLY identify which of the 7 categories your products/services fall under in your Response.

#### **SYSTEM A: DIGITAL VIDEO SURVEILLANCE SYSTEMS AND EQUIPMENT**

To satisfy **HGACBuy End Users** potential need for an expandable, security surveillance system, the sub-system configurations to follow shall each be priced, separately, in order to serve as base unit (i.e. starting point) configurations. These base surveillance system components shall be designed primarily for indoor use, such as with reception areas, exits/entrances, or warehouse settings, allowing video monitoring and recording of human and vehicle traffic at door entrances/exits and hallways. Per Sub-section 13 of this document, Respondent shall include complete pricing of all complimentary manufacturer catalogs at Respondent's disposal, which shall include retail prices and discount percentage(s). Installation and cable costs, if applicable, shall be addressed separately from these base unit configurations, per Subsection 9 of this document (these base unit configurations are intended to be hard-wired, but Respondent shall keep cable priced separately, per Sub-section 9). Ultimately, **HGACBuy End Users** shall customize a video surveillance system to a final configuration that meets their individual agency needs. Members may potentially begin with a camera subsystem configuration described below, then utilizing, as needed, the catalog of Respondent's options and installation costs to reach a final installed system cost. **H-GAC** shall evaluate video surveillance Responses based on the pricing of the base systems elements to follow, as well as the criteria described in Sub-section 14, of this Invitation. Discounts should be easily identified when utilizing larger numbers of cameras, monitors or recording devices.

Each sub-system shall be priced with the following (exclusive of cabling and labor costs):

- Cameras: per the quantities called for in the configurations above, meeting the minimums below.
- Monitor(s): Industrial grade color design, meeting the minimums below.
- Recorder(s): Digital, multiplexing design, meeting the minimums below.
- Basic indoor mounting/housing for each base system camera. Pricing for additional enclosures, housings, and mounts shall be priced in Response, TAB G, either with Respondent's catalog pricing or separately.
- Uninterruptible power supply for 15 minutes minimum system power backup.

The following represents minimum design and performance standards for these system's Base Unit components.

<b>Technical Specifications – Cameras</b>	
Type	Color camera with day/night function and built-in motion detector
Image Sensor	1/3-inch CCD chip
Number of Pixels	512 (H) x 492 (V)
Horizontal Resolution	480 TV Lines
Video Output Level	1 Volt p-p, 75 ohm
Lens	3.5 – 8.0 varifocal, auto iris
Optical Speed (f-number) of lens	1.8 or better
Minimum Illumination	0.1 Lux
Lens Mount	C or CS
Power Supply/Consumption	OEM standard
Video Cable	RG59/U or RG6/U grade cable
Operating Temperature	15 degrees F – 120 degrees F
Other	DIN outputs for alarms, motion sensors, and PIRs
<b>Technical Specifications – Color Monitor</b>	
System Format	VGA
Video Input	Standard computer monitors serial connections
Size	17-inch diagonal, minimum
Resolution, Horizontal	400 TV lines
Power Supply/Consumption	120V
Controls, minimum	Sharp, Tint, Color, Brightness, Contrast, Volume
Operating Temperature	15 degrees F to 120 degrees F
<b>Technical Specifications – Digital Video Multiplexer-Recorder</b>	
Number of CPUs	1
Frames Rate	7 fps
Surveillance	Simultaneous camera viewing and recording
Camera Inputs	16 (on 32 camera base configuration, Respondent may price with twin recorders)
Alarm Inputs	4, minimum
Alarm Outputs	4, minimum
Internal Hard Disk Type	IDE
Internal Storage, per DVR	4-camera: 80 GB
	8-camera: 160 GB
	12-camera: 240 GB
	16-camera: 320 GB
	32-camera: 500 GB
External Storage	Optional, not required
Pan-Tilt-Zoom Camera Controls	Via RS232 / RS-485



Client License	No charge to user
Video Proxy & Caching Server	Optional or as a standard feature
Remote Administration	Full offsite administration capability
Power Supply/Consumption	120 V

## SYSTEM B: CONTROLLED BUILDING ACCESS DOOR SYSTEMS AND EQUIPMENT

To satisfy **HGACBuy End Users** potential need for an expandable building-controlled access system, the subsystem configurations to follow shall each be priced, separately, in order to serve as base unit (i.e. starting point) configurations. These systems and components shall be designed to screen and validate employees and visitors using various readers (e.g. swipe card-keypad, proximity, and biometric identification readers), in indoor and limited outdoor applications. Respondent shall list each type or reader your company offers. Each mandatory Base Unit configuration below shall have system integration capability configured and priced per the different panel-door systems noted. Per Sub-section 13, TAB G of this document, Respondent shall include complete pricing of all complimentary manufacturer catalogs which shall include retail prices and discount percentage(s). Installation and cable costs shall be addressed separately from these base unit configurations, per Sub-sections 5 and 6 of these documents. **HGACBuy End Users** shall customize the controlled access system to a configuration that meets their individual agency needs. This will be achieved by Members beginning with base configurations elements described below, along with the catalog(s) of optional equipment and installation costs (to be priced in Response). **H-GAC** shall evaluate controlled access Responses based on the pricing of the base system elements to follow, as well as the criteria described in Sub-section 14 of this Invitation. Respondents shall utilize **H-GAC** Category Code, "System B", to reference this overall controlled access system Response.

Pricing for the various enclosures, housings, and mounts shall be priced separately in Response, either with Respondent's Published Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) pricing. Pricing shall be easily identified and referenced for ease of staff verification on quotations sent to potential **End Users**.

The price of each door configuration/system above shall be exclusive of installation costs:

- Control panel(s) to serve the number of doors prescribed
- Proximity reader(s) capable of servicing the number of doors specified, per the minimums below.
- Access control software, per the minimums below.

Each door in the configurations above shall be exclusive of installation and cabling/wiring costs:

- An electromagnetic door lock (Respondent shall include a price deduct for these within TAB G.
- Surface-mount door contact and switch, and electric door strike, heavy duty
- A request to exit button (with signage, as applicable)
- A request to exit PIR motion sensors

**Important Note:** For Response tabulation purposes, where available, Respondent shall note in Response, Sub-section 13, the availability of alternative readers (e.g. magnetic ID card / keypad and biometric varieties) and alternative access software.

Respondent shall reference the sections to follow for further door, reader, panel, and door component minimum specifications.

Respondent shall price door packages with the following minimum guidelines (other door, lock, reader, and mounting equipment not listed shall be addressed by Respondent through catalog options):

<b>Door Lock Components Minimum Specifications</b>
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Lock Type	Electromagnetic
Door Type in-place	Solid wood door, with steel doors on building entrance-exit)
Door Strike	Type: centerline type, field selectable, fail safe / fail secure; continuous duty solenoid
	Input voltage: 12 VDC or 24 VDC
	Holding Force: 600 pounds
	Durability: 500,000 lifecycles
Request to Exit Button	Type: Heavy-duty, tamper-resistant steel/aluminum, engraved with "EXIT" (English)
	Switches: Momentary (Respondent may price time-delayed versions as options)
Request-to-Exit Motion Sensor	Type: passive infrared sensor; selectable fail safe/ fail secure; AC or DC operation
	Relays: 1 for exit request, 1 for direct lock release
	Mounting: wall or ceiling
	Coverage: wrap-around
	Latch time: adjustable, 30 seconds or more
Door Contact	Single pole surface mount
<b>Access Control Software and Central Control Panel(s) / Processor(s) Minimum Specifications</b>	
System	PC based Window platform
Memory Capacity	4000 or more pin codes or 4000 card holders with pin codes
Monitoring	Each entry/exit of each door for above event and alarm scenarios
Integration	Modular and network-to-network connectivity, capable of controlling multiple remote sites, and alarm monitoring;
Manageable Functions	Add/delete controller(s); Add/delete credentials and users; Add/delete buildings; door parameters; lock/unlock timetables, daily-yearly log manipulation, user defined time zones, unlimited holiday formatting
Card Capacity	5000 minimums
Reader Capacity	32 readers, expandable
Dial-up	WAN/LAN modem capability
Diagnostics	Built-in to allow testing without disabling system
<b>Proximity Reader: Minimum Specifications</b>	
General	These instruments shall utilize hands-free operation, by passing an encoded proximity tag near the reader. Respondent shall include proximity card(s)/tag(s) covering the different door configurations above.
Read Range Capability	Up to eight (8) inches
Transmitting Frequency	OEM standard
Door Controls	Request to enter/exit (keypad). Validation output: door access, lock release
Output format	Wiegand data format, RS-232 and RS-485 connections.
Materials	Polycarbonate or comparably performing, rugged, weatherized design
Cable	Multiconductor, shielded for typical/average applications
Operating Temperature Range	25 degrees to 120 degrees F
Power	OEM standard
Mounting	Door frame/mullions or wall (metal-compensated)
Output	Visual: LED, backlit; Audio: piezo, or equivalent
Activating badge	Card and/or attachable tag

Mounting	Surface, accommodating wheelchair or sight-impaired individuals, with interior or exterior mounting)
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### SYSTEM C: SECURITY FENCING/GATE SYTEMS/PERIMETER INTRUSION AND EQUIPMENT

To satisfy **HGACBuy End Users** potential need for an expandable, security fencing/gate system and perimeter intrusion systems, the subsystem configurations to follow shall each be priced, separately, in order to serve as base unit (i.e. starting point) configurations. These base security fencing system and perimeter intrusion components shall be designed primarily for outdoor use, and should allow, without hindrance, video monitoring and recording of human and vehicle traffic at entry points as well as any perimeter points along the fence. Respondent shall include complete pricing of all complimentary manufacturer catalogs at Respondent's disposal, which shall include retail prices and discount percentage(s). Installation costs shall be addressed separately from these base unit configurations, and explained in detail within Sub-section 13, TAB G. Ultimately, **HGACBuy End Users** shall be able to customize a security fencing system or perimeter detection system to a final configuration that meets their individual agency needs. **H-GAC** shall evaluate security fencing and perimeter intrusion system Responses based on the pricing of the base system elements to follow.

#### Base System Configurations

If Respondent elects to price security fence systems, all three (3) of the following expandable Base Unit fencing configurations shall be priced separately: **1. Anti-Climb, 2. Anti-Cut, 3. Anti-Ram**. Pricing per lineal foot shall be supplied and all additional upgrades, downgrades, accessories, options or equipment shall be listed within Sub-section 13, TAB G, including complete catalogs of products that show pricing and any discounts. All catalogs shall be easily understood, and the pricing shall be easily determined. Complicated pricing formulas shall not be accepted. Standard delivery and installation costs should be addressed at length so there is no confusion as to what a total turn-key package will cost.

If Respondent elects to price a perimeter detection or intrusion system, pricing shall be per lineal foot plus discounts and shall be supplied with all upgrades, downgrades, accessories, options or equipment required for a complete system. This shall be addressed in Sub-section 13, TAB G, including complete catalogs of products that shows pricing and discounts. Basically, looking for a fiber-optic sensor system normally integrated into some kind of a fencing product. System should have the capability of working for many miles uninterrupted. System should be able to interface with **End Users** current equipment. System should be easy to use and monitor with minimal training required. System should feature live map displays, alarm video, graphical and audible alarm notification and should be network-enabled. All product catalogs shall be easily understood and the pricing shall be easily determined. Complicated pricing formulas shall not be accepted. Standard delivery and installation costs will be addressed at length so there is no confusion as to what a turn-key package will cost.

### SYSTEM D: WIRELESS DURESS/PANIC ALARM AND INSTANT NOTIFICATION EQUIPMENT

To satisfy **HGACBuy End Users** potential need for an expandable (a) duress/panic alarm or (b) instant notification system, the subsystem configurations to follow shall each be priced separately in order to serve as a base unit (i.e. starting point) configuration. These systems and components shall be designed to provide instant notification of an alarm event over the end-user's existing radio network. Alarms are triggered using various wireless sensors (e.g. panic buttons, door/window contacts, motion detectors, man-down devices and tilt switches) on indoor and certain outdoor applications. Once a sensor has been triggered, a pre-recorded alarm message is broadcast over the two-way radios or push-to-talk telephones carried by end-user's personnel. The configuration of each system shall be customized to each **End Users** needs. Respondent shall include pricing for all components and all complimentary Published Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) which shall include retail prices and discount percentages. Standard installation costs shall be addressed at length so there is no confusion as to what a turn-key package will cost.

The following represents the minimum design and performance standards for these systems and components:

- System shall deliver instant notification of an alarm event by broadcasting pre-recorded audio messages over two-way radios or push-to-talk telephones.

- System will wait for a clear channel before broadcasting alarm messages.
- System shall send alarm messages to telephones and cell phones.
- System shall be compatible with UHF, VHF, 800 MHz or any other commercially available radio frequency.
- System shall be FCC Class A and B certified and certified in accordance with Spectrum Canada requirements.
- The End User's pre-existing call groups and radios shall be utilized.
- System shall be configured with up to a minimum of 127 zones.
- Each zone shall support multiple sensors and additional sensors can be added at any time.
- Sensors shall be scheduled so they are only activated during certain periods of the day.
- System shall use 900MHz wireless spread spectrum technology for standard sensors and 2.4 GHz spectrum for locator sensors.
- Locator and man-down features may be added to system.
- System shall be configured to produce an alert tone before each message is broadcast and be able to repeat messages up to 99 times. Delays between each repetition can be specified.
- System shall include at a minimum 8 hard-wired alarm inputs and 6 hard-wired alarm outputs.
- System shall include an integrated battery backup to power the system for a minimum of 48 hours in the event of power failure.
- Control panel shall have a menu driven plain English LCD display that allows for the user to change programming within the system.
- External antenna(s) shall allow for maximum radio range.
- Range from sensors to control panel shall be a minimum of 2,200 feet depending on site conditions.
- All sensors shall be fully supervised by the system.
- Each control panel shall have a minimum total available record time of 600 seconds for alarm messages.
- System shall be able to generate emails and text messages.

#### **SYSTEM E: IP-BASED VIDEO SURVEILLANCE EQUIPMENT & MANAGEMENT SOFTWARE**

To satisfy **HGACBuy End Users** potential need for a web-based, remote access surveillance solution that will scale to an unlimited number of uses and devices, the sub-system configurations to follow shall each be priced separately, in order to serve as base units (i.e. starting point). These base surveillance system components shall be designed for applications that require a single interface for the management of multiple camera locations and sites across the enterprise that will enable users to view cameras at remote locations from any computer on the **End Users** LAN/WAN. These systems will be used for interior and exterior locations throughout the **End Users** enterprise and will stream live camera images and record camera images for post-incident investigation.

Per Sub-section 13, TAB G of this document, Respondent shall include complete pricing of all complimentary Published Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) which shall include retail prices and discount percentages. Installation and cable costs shall be addressed separately from these base unit configurations, per Sub-section 9 of this document (these base unit configurations are intended to be hardwired, but Respondent shall keep cable priced separately). Ultimately, **HGACBuy End Users** shall customize a video surveillance system to a final configuration that meets their individual agency needs. **End Users** may potentially begin with a camera sub-system configuration described below, then utilizing, as needed, the catalog of Respondent's options and installation costs to reach the final installed system cost. **H-GAC** shall evaluate video surveillance Responses based on pricing of the base system elements to follow, as well as the criteria described in Sub-section 14 of this Invitation. Discounts should be easily identified when utilizing larger numbers of cameras, monitors or recording devices.

Video Surveillance Management Software shall meet or exceed the following requirements:

- Software shall create a single web-based interface for the management of all cameras.
- Software will provide a single login to the entire video surveillance system.

- Software shall utilize non-proprietary components when available.
- Software system shall support IP cameras from leading manufacturers streaming in non-proprietary industry standard video formats and support standard commercially available servers and storage devices from any manufacturer and conform to existing network infrastructure.
- Software shall support playback of recorded and downloaded video without the need for proprietary media player software and support industry-standard media players, such as Windows Media Player, Apple QuickTime and VLC Media Player.
- Software shall support the ability for local and remote users to control Pan/Tilt/Zoom cameras using only a computer mouse as well as supporting a USB joystick.
- Software shall store all recorded video from all cameras in the H.264 format and support transcoding the video stream to H.264 from cameras that do not support H.264 natively.
- Software shall provide interface for display of camera locations and navigation of facility maps. Web mapping services, such as Google Maps API and display other mapping services such as GPS coordinates.
- Software shall allow users to communicate with each other in real-time from individual locations and store these chat messages for a minimum of 1-year.
- Software must proxy all camera connections to minimize the network bandwidth used on the camera network and support sharing a single video stream from a camera with an unlimited number of users watching that camera.
- Software shall automatically check a connecting user's workstation for the required software before allowing the user to login.

Each sub-system shall be priced with the following (exclusive of cabling and labor costs):

- Video surveillance management software: Sold as a per-camera license. Per-camera price is inclusive of all software costs. No additional "Enterprise" software licenses are required to view, and unlimited number of cameras and the software shall not be licensed per server, CPU or user.
- Cameras: Per the quantities called for in the configuration above, meeting the minimums below. Price per device shall be inclusive of all vendor-powered services required to configure the device for use with the video surveillance management system.
- Wireless Radio(s): Tri-band (2.4, 4.9, 5.8 GHZ) wireless radios capable of Point-to-Point and Mesh configuration containing on-board GPS meeting the minimums below.
- Server/Storage: Commercial-off-the-shelf devices from leading manufacturers, meeting minimum standards.
- Network Switches: Commercial-off-the-shelf devices from leading manufacturers, meeting minimum standards.
- Power Distribution Equipment: Commercial-off-the-shelf devices from leading manufacturers meeting minimum standards.
- Basic mounting/housing for each base system device: Pricing for each additional enclosures, housing, and mounts shall be priced separately in Response, as described in Respondent's Published Manufacturer Catalog(s)/Offeror Retail Price Sheet(s) (Sub-section 13, TAB G).
- Uninterruptible Power Supply (UPS): A minimum of 15 minutes backup at the camera, wireless radio and the server/storage device locations.

The following represents the minimum design and performance standards for Base unit components. Technical Specifications for the following:

- Video Surveillance Management Software
- IP High, HD and Megapixel Resolution Fixed Dome Cameras.
- IP High Resolution Pan/Tile/Zoom Cameras.
- Tri-Band (2.4, 4.9, 5.8 GHz) Wireless Radios w/GPS, Omni-Directional Antennas and Panel Antennas.
- Server/Storage solutions to record 30 frames per second for 14 days utilizing 10, 20, 30, 40, and 50 cameras.
- Power-Over-Ethernet capable network switches, unmanaged 8, 16, 24, and 32 ports.
- Power-Over-Ethernet capable network switches, managed 8, 16, 24, and 32 ports.
- IP addressable rack-mounted power distribution units.

**SYSTEM F: PORTABLE REMOTE LOCATION OR SPECIAL EVENT SURVEILLANCE SYSTEMS**

To satisfy **HGACBuy End Users** potential need for an expandable, portable or stationary, security surveillance system, the sub-system configurations to follow shall each be priced, separately, in order to serve as base unit (i.e. starting point) configurations. These base surveillance system components shall be designed primarily for outdoor use, such as; work site monitoring, special events, crowd control, border surveillance, drilling sites, emergency response, long and short term projects, allowing video monitoring of human and vehicle traffic... Per Sub-section 13, TAB G of this document, Respondent shall include complete pricing of all complimentary manufacturer catalogs at Respondent's disposal, which shall include retail prices and discount percentage(s). Ultimately, **HGACBuy End Users** shall customize this video surveillance system to a final configuration that meets their individual agency needs. Members may potentially begin with a camera subsystem configuration described below, then utilizing, as needed, the catalog of Respondent's options and installation costs to reach a final installed system cost. **H-GAC** shall evaluate video surveillance Responses based on the pricing of the base systems elements to follow, as well as the criteria described in Sub-section 14, of this Invitation. Discounts should be easily identified when utilizing larger numbers of cameras, monitors or recording devices.

As a minimum, rental/lease contracts from 1 to 12 months should be made available. Every service contract should include deployment, onsite set-up, maintenance programs, upgrades and 24/7 customer service and support at no additional costs. Interface with **HGACBuy End Users** shall be user friendly. Features should include such things as; live video feed, playback features, archive capabilities, digital cameras, multiple camera expandability, pan/tilt/zoom features, rapid deployment, user friendly software and/or the ability to control and monitor over the internet. Any additional features, upgrades or options, such as; lighting, infrared lighting, multiple camera sites, motion detectors DVR, etc. should be listed in the Sub-section 13 TAB G of this Invitation.

Copies of any **End User**/Customer Service Agreement that will be used between the **End User** and the Contractor must be submitted with the Response. All charges must be explained in full within the Response, with no hidden costs of any kind to be incurred by **HGACBuy End Users**. Examples of delivery costs, setup costs and or maintenance costs shall be shown in Sub-section 13, TAB G.

**SYSTEM G: INFRARED BODY IMAGING SYSTEMS**

To satisfy **HGACBuy End Users** potential need for full body imaging scanning systems, there is a need for a cost-effective system that can detect small metal objects, weapons plastic, wood, liquids and ceramics as well as other types of contraband such as narcotics, pills, powder, tobacco and cell phones. Radiation free, Thermo Conductive Infrared technology can detect security threats from individuals without the normal privacy concerns.

The imaging system shall use heat transfer and infrared technology to detect the difference in temperature between a person's clothes and a hidden object. Concealed items should be quickly and clear without revealing private body parts. The system should easily be integrated with identification and biometric technologies such as fingerprint, facial recognition, magnetic card and bar-code readers to provide a one-stop personal identification and contraband check for such usages as in prisons.

Looking for systems that would be used in permanent type situations as well as having systems that are either handheld or mobile devices for close images of concealed objects.

**Debriefing**

Requests for a debriefing must be made in writing to [jasmine.wilson@h-gac.com](mailto:jasmine.wilson@h-gac.com) within 5 days of board approval. H-GACE reserves the right to not conduct debriefings if the requests are made after that time. This procedure is NOT available to respondents who did not participate in selected ITBs or RFPs, to non-responsive or non-timely Respondents/Bidders, or when all proposals/bids are rejected.

**IMPORTANT:**

Responses will be accepted by online electronic submission only. Instructions will be provided in the solicitation documents and can be downloaded from HGACBuy's website, <https://www.hgacbuy.org/bid-notices>.

----- End of Section B -----

**For questions about this specification, please contact:**

**Jasmine Wilson- 713-993-4554**

[Jasmine.Wilson@h-gac.com](mailto:Jasmine.Wilson@h-gac.com)

**Houston-Galveston Area Council  
Cooperative Purchasing Program**



## SECTION C - H-GAC FORMS

(Rev 03/21/2017)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: SE05-20A

Title: VIDEO SURVEILLIANCE, ACCESS CONTROL AND SECURITY FENCING SYSTEMS

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Product and Service Offerings
Form E:	Published Options
Form W-9:	Request for Taxpayer Identification Number and Certification
Form CIQ:	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
CCI	Contractor Contact Information
HB89	Prohibition on Contracts with Companies Boycotting Israel

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

**ALL** completed *FORMS* must also be submitted electronically on electronic media. Responses will be accepted by online electronic submission only. Instructions will be provided in the solicitation documents and can be downloaded from HGACBuy's website, <https://www.hgacbuy.org/bid-notices>



**FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY**  
(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: SE05-20A

Invitation Title: VIDEO SURVELLIANCE, ACCESS CONTROL AND SECURITY FENCING SYSTEMS

Offeror Company: \_\_\_\_\_

(Legal name of business which will appear on contract, if awarded)

Offeror Status:  Manufacturer  Dealer/Distributor  Other

Response Type(1):  Single Offeror Acting Alone Or As Lead  Multiple Offerors Acting Jointly

Contract Signatory(2): \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address(3): \_\_\_\_\_

Street/PO Box

City

State & Zip

Physical Address: \_\_\_\_\_

Street

City

State & Zip

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Web Page URL: \_\_\_\_\_

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

**Member Contact Information**

Contact Person(4): \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street/PO Box

City

State & Zip

Physical Address: \_\_\_\_\_

Street

City

State & Zip

Toll Free Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

(4) Person who End Users will contact for product information and to get pricing quotes.

**The Signatory below, on behalf of Offeror:**

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Title: VIDEO SURVEILLANCE, ACCESS CONTROL AND SECURITY FENCING SYSTEMS**

**Offeror:** \_\_\_\_\_

**HUB Status Of Offeror**

Offeror is a HUB, as detailed below.

Offeror is not a HUB.

Designation(s):

HUB

DBE

MBE

WBE

Other

\*Certifying/Listing Authority(s):

**\* Note:** The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities.

Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as "percentage of total dollars spent directed to HUBs", "number of HUB contractors used", "HUB subcontractors employed by primary contractors", etc. These requirements are generally formalized in goal oriented programs.

Offeror agrees to work with and assist HGACBuy members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Accepted and Agreed By (Name):

Title:

Date:

**Subcontracts**

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this solicitation. Include the following information for each subcontractor:

- a. Company Name
- b. Address
- c. Phone number
- d. Applicable HUB designation/certification (DBE, MBE, etc.)
- e. Type of work subcontractor has been certified to perform as a HUB. Firm must be certified in a North American Industry Classification System (NAISC) code applicable to the kind of work the firm would perform on the contract.

Subcontractor List attached.

No Subcontractors will be used.

Title: VIDEO SURVEILLIANCE, ACCESS CONTROL AND SECURITY FENCING SYSTEMS

Offeror: \_\_\_\_\_

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-responsive.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:	Init.
1 Responses will be accepted by online electronic submission only. Instructions will be provided in the solicitation documents and can be downloaded from HGACBuy's website, <a href="https://www.hgacbuy.org/bid-notices">https://www.hgacbuy.org/bid-notices</a>	
2 A copy of the <b>COMPLETE</b> submission, including all required <b>H-GAC FORMS</b> in <b>electronic format</b> . <b><u>All Forms must be submitted in the original Excel/PDF format.</u></b>	
3 Offerors pricing included in the "Electronic Response." Pricing provided in <b><u>Electronic Copy must be submitted in Excel Format (Form D).</u></b>	
4 An original signed <b>Form A</b> from all entities who are party to this submission and who should be offered a contract if this submission is successful. Completed <b>signed copy</b> of <b>Form A</b> must also be included in <b>Electronic Copy</b> .	
5 HUB summary document explaining how <b>Offeror</b> will assist <b>HGACBuy Members</b> meet any mandated HUB goals.	
6 Copy of <b>End User/Service Agreement</b> (if applicable) you propose to execute with an <b>End User</b> pursuant to and <b>H-GAC</b> contract.	
7 The required list of <b>References</b> .	
9 A complete description of Offerors " <b>Service Organization</b> ", detailing geographic locations, business hours, personnel and service availability.	
10 A complete <b>W-9</b> - Request for Taxpayer Identification Number and Certification Form.	
11 <b>Form CIQ</b> , completed and signed.	
12 <b>Form 1295</b> , completed, signed and notarized. The Form and instructions for its use can be found at: <a href="https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a> .	





# 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.

## **CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

**Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to proposal in the response - Section TAB A)**

H-GAC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits H-GAC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to H-GAC at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
  - a) who has a controlling interest in a business entity with whom H-GAC contracts; or
  - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person’s participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

### **As a “business entity,” all vendors must:**

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - **All vendors must complete Form 1295, even if no interested parties exist**
  - In Section 2, insert “Houston-Galveston Area Council”
  - In Section 3, insert the H-GAC RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **notarize the form**
- (5) **submit** the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal in Section TAB A**



H-GAC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after receipt by H-GAC. After H-GAC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from H-GAC.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
 of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

# House Bill 89 Verification Form

## Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

---

I, (authorized official) \_\_\_\_\_, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

---

Company Name

---

Signature of Authorized Official

---

Title of Authorized Official

---

Date

## CONTRACTOR CONTACT INFORMATION

**ATTENTION Houston-Galveston Area Council (H-GAC) Contractor:** The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below. **During the term of this contract, notify H-GAC in writing of any changes to this information by emailing updates to: [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com)**

### Section I

<b>CONTRACTOR:</b> _____  <b>Purchase Orders:</b> _____  Contact Name 1: _____ Address: _____ City _____ State _____ Zip Code _____ Telephone No.: _____ Fax No. _____ Email Address: _____	<b>CONTRACT #:</b> _____  <b>Invoicing:</b> _____  Contact Name 2: _____ Address: _____ City _____ State _____ Zip Code _____ Telephone No.# _____ Fax No.# _____ Email Address: _____
--	---

### Section II

**CONTRACT INFORMATION:**

*Indicate the person (s) authorized to: sign contracts, request contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.*

Printed Name of Signatory: _____	Printed Name of Signatory: _____
Corporate Title: _____	Corporate Title: _____
Tel. No.: _____	Tel. No.: _____
Fax No.: _____	Fax No.: _____
Email: _____	Email: _____

### Section III

**SALES CONTACT (Person who end users will contact for product information and pricing quotes)**

Contact Name: _____	Title: _____
Address: _____	
Street	City
State	Zip
Telephone No.: _____	Fax No.: _____
Mobile No.: (optional) _____	Email: _____

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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## Cooperative Agreement -

### GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and \_\_\_\_\_, hereinafter referred to as the Contractor, having its principal place of business at \_\_\_\_\_.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

#### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

#### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

#### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins \_\_\_\_\_ and ends \_\_\_\_\_. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*  
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)



applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

\_\_\_\_\_

Signature

Name

Title

Date

**H-GAC**

Signature

Name    Chuck Wemple

Title    Executive Director

Date

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement -

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

**Contractor** shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

## **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

## **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

## **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.