



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
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www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:



BIDS



PROPOSALS

INVITATION NO.: **TS06-17**

ISSUE DATE: **January 3, 2017**

CATEGORY: **Temporary Staffing, Direct-Hire and Other Employer Services**

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 6,000 member local governments, districts, agencies in 50 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	November 15, 2016
PRE-BID/PROPOSAL CONFERENCE:	December 13, 2016, @ 9:00 AM CT, Conference Room B
FINAL SPECIFICATION / INVITATION:	January 3, 2017
BID/PROPOSAL RESPONSES DUE:	January 30, 2017, @ 1:00 PM CT, H-GAC Clock
PUBLIC RESPONSE OPENING:	January 30, 2017, @ 2:00 PM CT, Conference Room B
RECOMMENDATIONS TO BOARD:	April 18, 2017
CONTRACT START DATE & TERM:	June 1, 2017 through May 31, 2020 (3 years)
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Aundre Petty	Phone: 713-993-2453 E-mail: aundre.petty@h-gac.com

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:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

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

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

INVITATION No. TS06-17

DESCRIPTION: Temporary Staffing, Direct-Hire and Other Employer Services

TABLE OF CONTENTS

1.	INTRODUCTION	2
2.	DEFINITIONS, ABBREVIATIONS & ACRONYMS	2
3.	NON-BINDING ORAL COMMENTS	4
4.	STRUCTURE OF RESPONSE	4
5.	BASIC REQUIREMENTS & CONDITIONS.....	4
6.	OFFEROR'S AUTHORIZED SIGNATORY	5
7.	SURETY FOR INSURANCE	5
8.	CONFIDENTIAL / PROPRIETARY MATERIALS	6
9.	REFERENCES	6
10.	INSURANCE	6
11.	OFFEROR CERTIFICATIONS	6
12.	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION	7
13.	NON-RESIDENT RECIPROCAL SALES ACT	7
14.	TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING.....	8
15.	INTENT AND SCOPE OF SPECIFICATIONS	8
16.	REQUIREMENTS APPLICABLE TO PHYSICAL GOODS	8
17.	PRODUCT CODES	8
18.	SPECIFIC DESCRIPTIVE REFERENCES.....	9
19.	MANUALS	9
20.	STANDARD FEATURES & OPTIONS	9
21.	WARRANTIES, SALES & SERVICE	10
22.	H-GAC ORDER PROCESSING CHARGE	10
23.	PRE-PAYMENTS AND DISCOUNTS	10
24.	INSPECTION / TESTING	11
25.	PRODUCT DELIVERY	11
26.	OFFERED PRODUCT ITEM VARIANCES	11
27.	REQUIREMENTS FOR SUBMISSION OF A RESPONSE.....	11
28.	CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS.....	13
29.	INCONSISTENT INFORMATION.....	13
30.	REJECTION OF RESPONSES.....	13
31.	WITHDRAWAL OR MODIFICATION OF RESPONSES	14
32.	RESPONSE EVALUATION	14
33.	ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD	14
34.	AWARD OF CONTRACT	14
35.	PRO-FORMA CONTRACT	14
36.	CONTRACT TERM	15
37.	PERFORMANCE & PAYMENT BOND	15
38.	CHANGE ORDERS.....	15

39.	DUPLICATION OF TERMS OR STATEMENTS.....	15
40.	PUBLICITY	15
41.	TAXES	15
42.	DRUG FREE WORKPLACE	15
43.	PRODUCT NOTICES & MAILINGS	15
44.	HANDLING OF ORDERS & PAYMENTS	15
45.	PRICE CHANGES	16
46.	CONTRACT ITEM CHANGES	17
47.	FORCE MAJEURE	17
48.	PERFORMANCE UNDER CONTRACT	17
49.	IMPLEMENTATION OF INTERNET BASED E-COMMERCE	18
50.	CONTRACTOR ORIENTATION/TRAINING	18
51.	LEGAL & CONTRACTUAL REMEDIES	18
52.	NATIONWIDE SALES OPPORTUNITIES.....	19

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.

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 = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice

DOT = U.S. Department Of Transportation

EPA = U.S. Environmental Protection Agency

FAA = Federal Aviation Admistration

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made ONLY with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

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.

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.

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.

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.

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.

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.

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.

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**.

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**.

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.

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.

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.
 - 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.)
 - **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- 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'.)
 - **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. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

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.
- 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.

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.

30. REJECTION OF RESPONSES

- 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.
- H-GAC** may reject any and all responses, and may reject any part of a response.
- H-GAC, at it's sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- 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**.

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.

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.

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.

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 thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (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.

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**.

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.

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.

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**.

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**.

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**.

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.

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**.

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.

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.

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.

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.

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**.

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 30th 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.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. 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.

51. 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 Office Services Manger 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 Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager 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 Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager 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 Office Service Manager'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**.

52. 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
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SECTION B - SERVICE SPECIFICATION REQUIREMENTS

1. DEFINITIONS:	1
2. PURPOSE:	2
3. SCOPE OF SERVICES:	2
4. CONTRACT PERIOD:	3
5. OPERATIONS:	3
6. ORDER PROCESSING CHARGE:	4
7. INSURANCE REQUIREMENTS:	4
8. REFERENCES:	5
9. QUALIFIED RESPONDENTS:	5
10. INSTRUCTIONS OF RESPONSE:	5
11. STRUCTURE OF RESPONSE AND REQUIRED INFORMATION:	5
Tab A – Required H-GAC Forms	5
Tab B – Business History, Organization and Capability	6
Tab C – Business Viability	6
Tab D – Program Promotions	6
Tab E – Products, Services, Pricing & Executive Summary	7
12. ADDITIONAL REQUIREMENTS:	7
13. EVALUATION OF RESPONSES:	8
14. DEPARTMENT OF LABOR JOB CLASSIFICATIONS:	9

1. DEFINITIONS:

Account Manager.....	The primary contact person for the Temporary Staffing/Direct-Hire Agency, that is under contract.
Contractor.....	A successful Respondent to this RFP subsequently contracted by H-GAC.
End User.....	Any member of HGACBuy's Cooperative Purchasing Program, which uses Contractor services provided pursuant to an H-GAC contract. For purposes of this Invitation, H-GAC itself may also be an End User using services contracted pursuant to this RFP.
Personnel Manager.....	Contact person for the End User.
Staffing Agency.....	The entity under contract with H-GAC, that provides temporary staffing or direct-hire services. Used interchangeably with the term "Contractor".
Mark-Up Percentage.....	The Mark-Up (MU) is the percentage added to Base Rate which includes all the company's burden. The Base Rate + the Mark-Up percentage must equal the hourly rate an End User will be asked to pay for services rendered. This is called the Bill Rate.
Payrolling.....	This is the process wherein an End User finds an employee to hire but would prefer that a Staffing Agency hire this person either on a temporary or permanent basis. A percentage of the employee's annual salary will be charged to the End User for this service.
Conversion Time.....	This is an amount of time, normally stated in hours, that a temporary hire employee is required to stay on the Staffing Agency's payroll before the End User is allowed to hire said employee without any penalty.
Burden.....	This is the term made up of <u>all</u> the expenses/compensations of the Staffing Agency that make up the Mark-Up. This term is usually expressed as a Percentage (%) and is made up of such items as; FICA, SUTA, FUTA, WC and the agency's Profit.
Direct-Hire.....	A full or part-time employee hired directly from the Staffing Agency and placed under the End Users payroll account. Normally, a percentage of the employee's annual-salary is the fee for acquiring this employee.

Guarantee Period.....This is a period of time, usually stated in hours; that an End User is given, by the Staffing Agency, when hiring a Direct-Hire. This is a guaranteed period of time in case the newly hired employee does not meet the standards of the End User.

2. PURPOSE:

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 Temporary Staffing, Direct-Hire and Other Employment Services as described herein. Our intention is to establish a contract(s) with qualified and cost effective provider(s) who will furnish such services, under a three-year blanket contract, which will be made available to **H-GAC** or any of our 6000 + local government and qualified non-profit cooperative purchasing members (**End Users**) throughout the United States.

It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. If **Offeror(s)** awarded a contract by way of this solicitation does not hold a HUB designation/certification, then **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. Therefore, we will be looking for **Offeror(s)** that have comprehensive service capabilities and a broad geographic reach.

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).

Respondent shall demonstrate in the response to this RFP how sales, service, training and support will be provided and achieved throughout the geographic areas you are proposing. Organization structure, including all sales and support centers should be detailed, including the number and type of employees at each location. Local governmental references, including contact name and contact information shall also be provided as part of any response. It is the sole discretion of **HGACBuy** and its staff to be able to award multiple contracts under the same services provided.

Our expectation is that **End Users** purchasing covered services through our Program will receive high quality services more cost effectively and in a timelier manner than they would if they did their own procurement.

3. SCOPE OF SERVICES:

Vendors will be asked to provide the following scope of services:

- Perform temporary staffing, direct-hire and other employer services (i.e. payroll services) pursuant to purchase orders or **Contractor** pricing worksheets issued by **End Users** or **Contractors**.
- Work directly with **End Users** Hiring Manager to staff temporary, direct-hire and or any other employer service job openings on request and in the requested time frame.
- Conduct candidate screening including skills testing and employment history to determine individuals who possess the required qualifications to perform the job to the fullest capacity.
- As may be requested by **End Users** Hiring Manager, conduct background and reference checks, beyond what is minimally required, for temporary employees provided.
- Facilitate candidate interviews with **End User** Hiring Manager.
- Terminate assignment upon completion of temporary staffing assignment;
- Work with **End Users** Hiring Manager to transition temporary worker to **End Users** payroll upon worker demonstrating required skills;
- And for Direct Hire, work with the selected candidate to ensure seamless onboarding to **End Users** organization and facilitate communications with rejected candidates.
- Provide **End User** the opportunity to interview potential replacements in the event of needed change in staffing personnel.
- Provide a person as single point of contact to support an **End User** account.

4. CONTRACT PERIOD:

The commencement date of a contract for those Staffing Agencies whom have been selected to receive contracts resulting from this proposal will be June 1, 2017, and shall remain in effect for three (3) years with an end date of May 31, 2020. 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.

5. OPERATIONS:

A description of the services to be provided, and the general operational process, follows:

A. Assignment Request

1. The Personnel Manager may call or email the Account Manager to request temporary, direct-hire or payrolling personnel for an assignment. The request will include, but will not be limited to: a description of the type of work requested; the start and end date for the assignment; the work location; the work schedule; any certifications that may be required; the level of expertise and/or education required; and any special conditions that may apply to the assignment.
2. Upon receipt of the request, the Account Manager shall forward introductions of potential candidates via email to the Personnel Manager.
3. The Personnel Manager may occasionally refer a potential candidate to **Contractor** for consideration to be hired as an employee of **Contractor** to specifically fill **End User's** assignment request. **Contractor** will submit a response to the request that includes such candidate for consideration.
4. Each candidate to be considered for an assignment shall be introduced in a separate email containing at a minimum: (a) candidates resume, (b) salary rate, (c) the mark-up or billing rate, (d) the classification, and (e) the applicable conversion rate.

B. Recruiting, Interviewing and Selection:

1. **Contractor** will pre-qualify the prospective candidates to determine acceptability and ability to meet the requirements of the assignment, including but not limited to, education, skill-level, professionalism, flexibility and communication skills.
2. **Contractor** will verify the prospective candidate's employment history and references.
3. **Contractor** will, at a minimum and at no additional charge, verify the Social Security Number, provide a felony background check, and maintain an Immigration & Naturalization Service Form I-9 for all candidates.
4. At **End Users** request, **Contractor** shall conduct additional background checks such as credit history, driving record etc. Charges for such service shall be detailed on **Form E**.

C. Administrative Requirements:

Contractor shall inform all temporary assigned personnel that (a) They are not employees of **End User**; (b) They are not entitled to the provisions of any **End User** employee benefits; and (c) They are bound by the terms and conditions of this contract, **End User's** policies and procedures and the laws of the State of Texas.

D. Termination of Assignment and Conversion:

1. **Contractor** is responsible for informing any temporarily assigned personnel when an assignment is completed or terminated.
2. If an assignment is terminated for unsatisfactory performance, **Contractor** shall: (a) Contact the assigned personnel as directed and inform them that the assignment has been terminated, (b) Arrange for next day pickup of any badge, security card, material or data that the assigned personnel may have in their possession and its immediate return to **End User**, (c) Arrange for the return of any personal items left at premises on the following business day to the assigned personnel.
3. When an assignment has ended for other than unsatisfactory performance, **End User** will give prior notice to **Contractor** in a timely manner. Upon such notice, **Contractor** shall (a) Inform the assigned personnel of the date that the assignment will terminate; (b) Instruct the assigned personnel that any

badge, security card, material or data that they may have in their possession must be returned to **End User** on the last day of the assignment; (c) Request that the assigned personnel remove any personal items left at premises on the last day of the assignment.

4. An assignment may be terminated at no charge to **End User** if **End User** elects to hire the assigned personnel as an employee in accordance with the applicable conversion time period (in hours).
5. Reports: Upon request, **Contractor** will provide at no cost to **End User**, a detailed staffing report that will include, at a minimum, the assigned work order number, expenditures under work order to-date, name of assigned personnel, department in which the individual works or worked, the hiring manager and/or reports to person named on the work order, the original start date, current end date, classification, and the applicable billing or mark-up rate.

6. ORDER PROCESSING CHARGE:

On request from **End User**, **Contractor** shall provide a written quotation based on their **H-GAC** contract pricing. **End User** shall have the right to accept or reject the quotation, and/or to request changes for re-evaluation.

End User and **Contractor** shall be free to negotiate terms and pricing other than as stipulated in the base **H-GAC** contract. In that regard, **Contractor** shall be allowed and is encouraged to discount pricing for large or extended projects but cannot increase the price over the awarded **H-GAC** contract price. In any event, the transaction shall still be considered as falling under the umbrella of the **H-GAC** contract.

Contractor will submit Quarterly Reports to **H-GAC** detailing all transactions which occurred under the contract. The report shall show, as a minimum and for each temporary staff person provided or direct-hire employed, the name of the **H-GAC End User** that used the service, the temporary placement or direct-hire employee name, the billing period, the hours worked, the billing rate, the total amount, and the calculated **HGACBuy** Order Processing Charge.

An Order Processing Charge of 1.5% will be levied on **Contractor** for all activity that takes place thru the **HGACBuy** Program. On receipt of payment from **End User**, **Contractor** shall promptly remit the Order Processing Charge to **H-GAC** with each Quarterly Report unless other arrangements have been made.

NOTE: It is Respondents responsibility to take fees into consideration when preparing the Response, building this Charge into their pricing accordingly.

7. INSURANCE REQUIREMENTS:

Responses will only be accepted from temporary staffing/direct hire agencies that:

- a. Possess, at minimum, the following Insurance coverage's:
 - Workers Compensation: Not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.
 - Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage and bodily injury, including products, completed operations, blanket contractual liability and personal injury liability.
- 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 complete any outstanding order after the close of the contract period.
- c. Respondent must furnish, on request by **H-GAC**, an original insurance certificate showing Respondent as the insured and showing coverage and limits for the insurances listed above.
- d. If any services will be provided by parties other than Respondent, all such parties are required to carry the minimum insurance coverage specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

8. REFERENCES:

Further to the requirements in Section A, Respondent shall list at least five (5) references which have contracted with the Respondent during the past two years for services similar to those requested in this Invitation. References must reflect experience in only the government sector (see Subset 11, Tab C).

9. QUALIFIED RESPONDENTS:

Responses shall be considered only from firms having a minimum of three (3) years' experience providing temporary staffing services to public entities, agencies or institutions. Additionally, Respondents must have the reputation, experience, skills and resources necessary to effectively provide the required scope of services to H-GAC, and its members, if applicable.

10. INSTRUCTIONS TO RESPONDENTS:

By submitting a response, the Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve H-GAC's objectives.

11. STRUCTURE OF RESPONSE AND REQUIRED INFORMATION:

Responsible Respondents should provide straightforward, concise information that satisfies the requirements noted herein. Elaborate artwork, expensive paper, expensive bindings, color displays or other presentation aids are discouraged. Unless otherwise requested, Respondent should not submit brochures, newsletters, or other marketing materials. Emphasis should be placed on conformity to HGACBuy's instructions, requirements of this RFP, and completeness and clarity of content.

- a) This RFP is intended as a basis for selection of experienced and qualified **Contractors** to provide services falling within the scope of this RFP. 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 a printed original plus one printed copy of the response, **each contained in a separate hard sided three-ring binder.** The binders shall be labeled "**Original**" and "**Copy**", and shall be organized in tabbed Sections as described below. In each Section, Respondent shall provide all requested information as applicable to the services being offered, formatted at Respondent's discretion unless otherwise indicated. The complete proposal must also be copied onto a CDROM, DVD, or thumb drive, in native Word, Excel or PDF format, and submitted in the "Copy" of the proposal. **The pricing TAB "D" as well as Forms D1, D2 & E shall be in Excel format for ease of copying/pasting for evaluation and webpage editing.**
- c) The three-ring binders shall be set-up with TAB's that correspond to the TAB's listed below. Each TAB A through E shall contain the information as directed, under that particular TAB. **An Example: Under TAB B, 1. Brief History, 2. Geographic capability, 3. Personnel and Qualifications. It is extremely important to set-up the binders 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.**

Tab A – Required H-GAC Forms & Overall Completeness & Structure of Response

1. Completed and signed H-GAC Form A, Form B, Form C and Form CIQ (if required).
2. In the event you require an **End User/Service Agreement** rather than a purchase order to secure your products and or services, furnish a sample of any such agreement you propose to execute with an **End User** purchasing your products and or services pursuant to an H-GAC contract.

NOTE: Tab A and all its contents shall be included in the first tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab B – Business History, Organization & Capability (be detailed in your response)

1. Company's official registered name including brief company history, ownership, organization and year established.
2. Geographic coverage, including:
 - a. Corporate office location;
 - b. Total number of employees within the company;
 - c. Map and or listing of service office locations;
 - d. **H-GAC Form I** (Vendor Questionnaire)
3. Provide a one-paragraph summary of qualifications and experience for all principals and key personnel.
4. **Offeror** shall identify all subcontractors, if any, and the role these subcontractors will have in the performance of the Contract. **Offeror** must provide the following for all proposed subcontractors included in the proposal:
 - a. Name
 - b. Address
 - c. Phone number
 - d. HUB designation/certification (i.e., DBE, MBE, WBE) if applicable.
 - e. Type of work subcontractor has been certified to perform as a HUB.
 - f. Indicate if you have worked with each subcontractor and if so, with what clients and when (year).
5. **Offeror** shall include a HUB summary document explaining how **Offeror** plans to foster small business participation in order to assist **HGACBuy Members** meet any mandated HUB goals. **If Offeror holds a HUB designation/certification, summary document does not need to be provided.**

NOTE: Tab B and all its contents shall be included in the first tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab C – Business Viability

1. Gross revenue for the last two completed fiscal years (2014 & 2015).
2. Five government references and percentage of total revenue attributable to each. The following information is required of each reference:
 - a. Name of organization (**End User**).
 - b. Mailing address.
 - c. Contact person name, telephone number and email address.
 - d. Number of temporary staffing requests fulfilled for **End User**, over what period, and a general description of the various job classifications furnished.
3. Three quick reasons why **H-GAC** would want to contract with your company.

NOTE: Tab C and all its contents shall be included in the first tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab D – Products, Services & Pricing

Here you should list all the services your company markets, which pertain to Temporary Staffing, Direct-Hire and Other Employer Services, as described in Section 3, Scope of Services. Those services may or may not be listed within this specification document; however, you must list and price all your company's services on **Forms D** and **E** as part of the pricing structure.

The applicable percentage of mark-up and conversion time (in hours) for temporary hire, percentage of mark-up based on annual salary for direct-hire, direct-hire guarantee period in hours and payroll percentage mark-up must be supplied on **HGAC's Form D1 - Pricing Page #1**. Billing Rates for services must be based on the job classifications indicated on **HGAC's Form D2 - Pricing Page #2**, provided in this RFP.

Pricing must be clearly shown and easily understood. Any discounts for increased services must be clearly indicated and shown on the **Form E**.

Optionally, Respondent shall also list and describe Other Employer Services or Value Added Services beyond the specific scope of this RFP that they are prepared to offer **H-GAC** and **HGACBuy** members under any subsequent awarded contract. Any Other Employer Services or Value Added Services listed must have pricing indicated. This may be shown as a percentage (%), but all Other Employer Services or Value Added Services cost must be easily calculated, if the services are to be utilized. Value Added Services must be clearly indicated and shown on **Form E**.

If unable to provide qualified candidates through own resources, Respondent may use subcontractor (temporary agency) to provide qualified candidates. **Charges for such service must also be detailed on HGAC's Form E in order to be offered to HGACBuy or its End Users.**

Also, within this TAB, label a section Titled: Executive Summary. The Executive Summary will provide you an opportunity to show compliance with the foregoing, to demonstrate a thorough understanding of the Scope of Services provided in this RFP and how a contract will compliment or enhance the objectives of **HGACBuy's Cooperative Purchasing Program**. Respondent must provide an Executive Summary containing the following detailed information:

The Executive Summary should be organized and alphabetically keyed to correspond to the lettering of this list. Omission of any section may result in rejection of the response.

- a. Would this contract be your primary contract offering to local governments of Texas and nationwide? If no, state why.
- b. Provide certificate of Worker's Compensation and Commercial General Liability Insurance.
- c. Describe employee screening, testing and interview procedures.
- d. Describe the type of positions your company offers by category (e.g., Clerical, Medical, Professional, Technical, Commercial, etc.) and the staffing services available (e.g., Temporary, Temp to Perm, Direct-Hire, Management, Payroll, etc.).
- e. Provide your company policy for temporary employee travel/living expense (if applicable).
- f. Describe what, if any, health benefits/vacations are provided to your temporary employees.
- g. Identify the pay cycle (e.g. weekly, every two weeks, twice a month, monthly, etc.) used to pay temporary employees.
- h. Process for replacing a temporary employee (e.g., temporary employee calls in sick, doesn't show up, has personality conflicts, is lacking necessary skills, etc.).

NOTE: By submission of a Response to this RFP, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers through any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.

NOTE: Tab D and all its contents shall be included in the second tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab E – Program Promotion

Respondent must provide a written, point-by-point narrative, explaining in detail what activities you would undertake and what resources you would apply in order to promote the use of an **HGACBuy** contract; i.e. the development of a co-brand marketing campaign.

NOTE: Tab E and all its contents shall be inserted in the third tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

12. ADDITIONAL REQUIREMENTS:

After receipt of Responses, it may be necessary to interview prospective temporary staffing agencies to clarify aspects of their submittal. Site visits may also be requested to view facilities and meet prospective account representatives. **HGACBuy** will contact Respondent regarding the interview or site visit arrangements.

13. EVALUATION OF RESPONSES:

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 **H-GAC** and its **Cooperative Purchasing Program Members**. **H-GAC** may choose to use competitive negotiations to develop the final contract(s) with qualified Respondent(s). Responses will be evaluated and 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. **H-GAC** may also use other sources, standards and mechanisms as may be deemed necessary to effectively rank Respondents. 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.

After all interviews have been completed, the Respondent(s) in the Competitive Range may be afforded the opportunity to amend their Response(s) and make their BAFOs.

Any modification to the initial Response made by a Respondent in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by **H-GAC** according to the same requirements and criteria as the initial Response. **H-GAC** will make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Response modifications made by the BAFOs. These final scores and rankings within each criterion will again be arrayed by **H-GAC** and considered according to the relative degrees of importance of the criteria defined in "Criteria Description."

H-GAC will then choose the Respondent(s) that it finds to be most advantageous to **H-GAC** and its members, 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 Points
A - Completed H-GAC Forms and Overall Compliance of Response.	Pass / Fail
B - Business History, Organization and Capability.	40
C - Business Viability.	30
D - Products, Services, Pricing & Executive Summary.	20
E - Program Promotion.	10

14. DEPARTMENT OF LABOR JOB CLASSIFICATIONS:

The Occupation Titles presented in this RFP have been taken directly from the Department of Labor's Job Classification website www.wdol.gov. Some occupation titles have been reclassified for the convenience of this RFP.

----- END OF SECTION B -----

For Information About This Invitation, Please Contact:

Aundre Petty

Phone: 713-993-2453

Fax: 713-993-4548

E-mail: aundre.petty@h-gac.com



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: TS06-17

Title: Temporary Staffing, Direct-Hire and Other Employer Services

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 D1:	Pricing - Page #1
Form D2:	Pricing - Page #2
Form E:	Published Options - Value Added Services

These *FORMS* are hereby made available in electronic format. They should be copied to Offerors 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 (DVD, CDROM, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY

(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: TS06-17

Invitation Title: **Temporary Staffing, Direct-Hire and Other Employer Services**

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: _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES		Procurement No.:	TS06-17
Title: Temporary Staffing, Direct-Hire and Other Employer Services			
Offeror:			
<p>Most, if not all, of the 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.</p> <p>HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.</p> <p>As part of a good faith effort, Contractor 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.</p> <p>Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.</p> <p>Note 2: 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. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.</p>			
Accepted and Agreed By:			
Title:		Date:	
HUB Status Of Offeror			
<input type="checkbox"/> Offeror is a HUB, as detailed below. <input type="checkbox"/> Offeror is not a HUB.			
Designation(s): <input type="checkbox"/> HUB <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Certifying/Listing Authority(s):			
Subcontracts			
<p>On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.</p> <p><input type="checkbox"/> Subcontractor List attached. <input type="checkbox"/> No Subcontractors will be used.</p>			

FORM C - RESPONSE CHECKLIST		Procurement No.: TS06-17
Title: Temporary Staffing, Direct-Hire and Other Employer Services 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. <u>Responses that do not comply with all requirements may be considered non-compliant.</u> Offerors signatory must review each item below, and certify by initialing in the space to the right.		
This Response Includes:	Init.	
1 An " Original " hard copy of the <u>COMPLETE</u> submission, including all required <i>FORMS</i> , plus one copy, each in a separate hard-sided 3-ring binder .		
2 A " Copy " of the <u>COMPLETE</u> submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive).		
3 An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful.		
4 The required list of (5) References .		
5 Detailed Geographic capability listing, including a list of various office locations and number of employees at each location. Use a map if necessary.		
6 Filled out Both Form D1 and D2 Pricing Sheets and included both Form D's and Form E (in excel format) in your electronic response.		
7 If applicable, have you submitted any Value Added Services or added any additional comments on the Form E .		
8 Have you provided copies of an Executive Summary, Worker's Compensation and Commercial General Liability Insurance certificates?		
9 Have you submitted a Program Promotion plan and an Executive Summary?		
8 Form CIQ , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put " N/A " in the box to the right.		
9 If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate by putting " N/A " in the box to the right.		

Title: **Temporary Staffing, Direct-Hire and Other Employer Services**

Offeror:

Respondent shall provide cost of services, Mark-up (MU) percentage pricing on the worksheet as noted:

When using the DOL website guidelines, as the Base pricing rate for **Temporary Hire**:1.) What is the percentage of **Mark-Up** added to the Base rate for an **Administrative** position?2.) What is the percentage of **Mark-Up** added to the Base rate for an **Light Industrial** position?3.) What is the percentage of **Mark-Up** added to the Base rate for an **Heavy Industrial** position?4.) What is the percentage of **Mark-Up** added to the Base rate for an **IT** position?

5.) What is the minimum conversion time in (hours) for a temporary employee to be hired without incurring a conversion or buyout fee?

6.) Are there any liquidation fees if the above conversion hours are not met?

yes/no > >

7.) If there are liquidation fees or charges for the above transaction, what is the fee, percentage or hours charged? Briefly explain.

fee: > > >

hours: > > >

percentage > >

Explain here:

8.) **Direct-Hire** annual salary **percentage** of Mark-up.

** The annual salary must be equal to or less than hourly rate provided in the job descriptions listed on **Form D - Page #2**, using the multiplier of 2080 hours.

9.) **Direct-Hire** guarantee period in hours.10.) **Payrolling** percentage of Mark-Up.

FORM D2 - PRICING PAGE #2	Procurement No.: TS06-17
Title: Temporary Staffing, Direct-Hire and Other Employer Services	
Offeror:	

Code	Occupation Description	Pricing Range		Mark-Up %	Total	Total
		Low	High	Please Use a Whole Number as the % (MU). Example 25% = 1.25	Low	High
	Accounting:					
A01	Accountant I				\$0.00	\$0.00
A02	Accountant II				\$0.00	\$0.00
A03	Financial Analyst I				\$0.00	\$0.00
A04	Financial Analyst II				\$0.00	\$0.00
A05	Payroll Clerk				\$0.00	\$0.00
A06	Cost Accounting Specialist				\$0.00	\$0.00
A07	CPA				\$0.00	\$0.00
A08	Financial / Business Analyst				\$0.00	\$0.00
A09	Controller				\$0.00	\$0.00
A10	Auditor I				\$0.00	\$0.00
A11	Auditor II				\$0.00	\$0.00
	Administrative Support and Clerical:					
B01	Accounting Clerk I				\$0.00	\$0.00
B02	Accounting Clerk II				\$0.00	\$0.00
B03	Accounting Clerk III				\$0.00	\$0.00
B04	Administrative Assistant				\$0.00	\$0.00
B05	Call Center Representative				\$0.00	\$0.00
B06	Copy Machine Operator				\$0.00	\$0.00
B07	Court Reporter				\$0.00	\$0.00
B08	Customer Service Representative I				\$0.00	\$0.00
B09	Customer Service Representative II				\$0.00	\$0.00
B10	Customer Service Representative III				\$0.00	\$0.00
B11	Data Entry Operator I				\$0.00	\$0.00
B12	Data Entry Operator II				\$0.00	\$0.00
B13	Document Preparation Clerk				\$0.00	\$0.00
B14	General Clerk I				\$0.00	\$0.00
B15	General Clerk II				\$0.00	\$0.00
B16	General Clerk III				\$0.00	\$0.00
B17	Legal Secretary I				\$0.00	\$0.00
B18	Legal Secretary II				\$0.00	\$0.00
B19	Mail Room Clerk				\$0.00	\$0.00
B20	Messenger Courier				\$0.00	\$0.00
B21	Personnel Assistant (Employment) I				\$0.00	\$0.00
B22	Personnel Assistant (Employment) II				\$0.00	\$0.00
B23	Personnel Assistant (Employment) III				\$0.00	\$0.00
B24	Production Control Clerk				\$0.00	\$0.00
B25	Secretary I				\$0.00	\$0.00
B26	Secretary II				\$0.00	\$0.00
B27	Secretary III				\$0.00	\$0.00
B28	Supply Technician				\$0.00	\$0.00
B29	Receptionist/Switchboard Operator				\$0.00	\$0.00

B30	Travel Clerk I				\$0.00	\$0.00
B31	Travel Clerk II				\$0.00	\$0.00
B32	Travel Clerk III				\$0.00	\$0.00
B33	Word Processor I				\$0.00	\$0.00
B34	Word Processor II				\$0.00	\$0.00
B35	Word Processor III				\$0.00	\$0.00
	Education:					
C01	Teacher I				\$0.00	\$0.00
C02	Teacher II				\$0.00	\$0.00
C03	Teacher III				\$0.00	\$0.00
C04	At Risk Counselor I				\$0.00	\$0.00
	General Services and Materials Handling Support :					
D01	Forklift Operator				\$0.00	\$0.00
D02	Gardener				\$0.00	\$0.00
D03	General Maintenance Worker				\$0.00	\$0.00
D04	Janitor				\$0.00	\$0.00
D05	Laborer				\$0.00	\$0.00
D06	Librarian				\$0.00	\$0.00
D07	Library Aide/Clerk				\$0.00	\$0.00
D08	Library Technician				\$0.00	\$0.00
D09	Material Coordinator				\$0.00	\$0.00
D10	Material Handling Laborer				\$0.00	\$0.00
D11	Order Filler				\$0.00	\$0.00
D12	Shipping Packer				\$0.00	\$0.00
D13	Shipping / Receiving Clerk				\$0.00	\$0.00
D14	Stock Clerk				\$0.00	\$0.00
D15	Park Naturalist				\$0.00	\$0.00
D16	Recreation Specialist				\$0.00	\$0.00
D17	Warehouse Specialist				\$0.00	\$0.00
	Health:					
E01	Breath Alcohol Technician				\$0.00	\$0.00
E02	Certified Occupational Therapist Assistant				\$0.00	\$0.00
E03	Certified Physical Therapist Assistant				\$0.00	\$0.00
E04	Claims Processor				\$0.00	\$0.00
E05	Claims Processor (Senior)				\$0.00	\$0.00
E06	Dental Assistant				\$0.00	\$0.00
E07	Dental Hygienist				\$0.00	\$0.00
E08	Dietary Aide				\$0.00	\$0.00
E09	EKG Technician				\$0.00	\$0.00
E10	Electroneurodiagnostic Technologist				\$0.00	\$0.00
E11	Eligibility / Insurance Verifier				\$0.00	\$0.00
E12	Eligibility Referral Coordinator				\$0.00	\$0.00
E13	Emergency Medical Technician				\$0.00	\$0.00
E14	Insurance Coordinator				\$0.00	\$0.00
E15	Licensed Practical Nurse I				\$0.00	\$0.00
E16	Licensed Practical Nurse II				\$0.00	\$0.00
E17	Licensed Practical Nurse III				\$0.00	\$0.00
E18	Medical Assistant				\$0.00	\$0.00
E19	Medical Laboratory Technician				\$0.00	\$0.00

E20	Medical Record Clerk				\$0.00	\$0.00
E21	Medical Record Technician				\$0.00	\$0.00
E22	Medical Transcriptionist				\$0.00	\$0.00
E23	Nuclear Medicine Technologist				\$0.00	\$0.00
E24	Nursing Assistant I				\$0.00	\$0.00
E25	Nursing Assistant II				\$0.00	\$0.00
E26	Nursing Assistant III				\$0.00	\$0.00
E27	Nursing Assistant IV				\$0.00	\$0.00
E28	Optical Dispenser				\$0.00	\$0.00
E29	Optical Technician				\$0.00	\$0.00
E30	Pharmacy Technician				\$0.00	\$0.00
E31	Phlebotomist				\$0.00	\$0.00
E32	Radiologic Technologist				\$0.00	\$0.00
E33	Registered Nurse I				\$0.00	\$0.00
E34	Registered Nurse II				\$0.00	\$0.00
E35	Registered Nurse III				\$0.00	\$0.00
E36	Registered Nurse IV				\$0.00	\$0.00
E37	Scheduler (Drug and Alcohol Testing)				\$0.00	\$0.00
E38	Substance Abuse Treatment Counselor				\$0.00	\$0.00
	Information Technology:					
F01	Application Developer				\$0.00	\$0.00
F02	Application Support Analyst				\$0.00	\$0.00
F03	Applications Engineer				\$0.00	\$0.00
F04	Computer Operator I				\$0.00	\$0.00
F05	Computer Operator II				\$0.00	\$0.00
F06	Computer Operator III				\$0.00	\$0.00
F07	Computer Operator IV				\$0.00	\$0.00
F08	Computer Operator V				\$0.00	\$0.00
F09	Computer Programmer I				\$0.00	\$0.00
F10	Computer Programmer II				\$0.00	\$0.00
F11	Computer Programmer III				\$0.00	\$0.00
F12	Computer Programmer IV				\$0.00	\$0.00
F13	Computer Systems Analyst I				\$0.00	\$0.00
F14	Computer Systems Analyst II				\$0.00	\$0.00
F15	Computer Systems Analyst III				\$0.00	\$0.00
F16	Customer Support Administrator				\$0.00	\$0.00
F17	Customer Support Specialist				\$0.00	\$0.00
F18	Database Administrator				\$0.00	\$0.00
F19	Data Center Support Specialist				\$0.00	\$0.00
F20	Desktop Support Manager				\$0.00	\$0.00
F21	Desktop Support Specialist				\$0.00	\$0.00
F22	Developer				\$0.00	\$0.00
F23	Director of Technology				\$0.00	\$0.00
F24	GIS (Geographic Info. Systems) Tech. I				\$0.00	\$0.00
F25	GIS (Geographic Info. Systems) Tech. II				\$0.00	\$0.00
F26	Help Desk Specialist				\$0.00	\$0.00
F27	Help Desk Technician				\$0.00	\$0.00
F28	Information Systems Project Manager				\$0.00	\$0.00
F29	Information Technology Coordinator				\$0.00	\$0.00
F30	Information Technology Director				\$0.00	\$0.00
F31	Information Technology Manager				\$0.00	\$0.00
F32	IT Support Manager				\$0.00	\$0.00

F33	IT Support Specialist				\$0.00	\$0.00
F34	IT Systems Administrator				\$0.00	\$0.00
F35	Java Developer				\$0.00	\$0.00
F36	Management Information Systems Director				\$0.00	\$0.00
F37	Network/Communications Support Clerk				\$0.00	\$0.00
F38	Network Systems Administrator				\$0.00	\$0.00
F39	Peripheral Equipment Operator				\$0.00	\$0.00
F40	Senior Database Administrator				\$0.00	\$0.00
F41	Senior Network System Administrator				\$0.00	\$0.00
F42	Senior Programmer				\$0.00	\$0.00
F43	Senior Programmer Analyst				\$0.00	\$0.00
F44	Senior Security Specialist				\$0.00	\$0.00
F45	Senior Support Specialist				\$0.00	\$0.00
F46	Senior System Administrator				\$0.00	\$0.00
F47	Senior System Analyst				\$0.00	\$0.00
F48	Senior Web Administrator				\$0.00	\$0.00
F49	Senior Web Developer				\$0.00	\$0.00
F50	Software Developer				\$0.00	\$0.00
F51	Software Quality Assurance Analyst				\$0.00	\$0.00
F52	Support Specialist				\$0.00	\$0.00
F53	Systems Administrator				\$0.00	\$0.00
F54	Systems Analyst				\$0.00	\$0.00
F55	Systems Designer				\$0.00	\$0.00
F56	System Support Specialist				\$0.00	\$0.00
F57	Technical Operations Officer				\$0.00	\$0.00
F58	Technical Support Specialist				\$0.00	\$0.00
F59	Technical Specialist				\$0.00	\$0.00
F60	Telecommunications Specialist				\$0.00	\$0.00
F61	Web Administrator				\$0.00	\$0.00
F62	Web Developer				\$0.00	\$0.00
F63	Web Master				\$0.00	\$0.00
	Procurement:					
G01	Buyer I				\$0.00	\$0.00
G02	Buyer II				\$0.00	\$0.00
G03	Buyer III				\$0.00	\$0.00
G04	Purchasing Manager				\$0.00	\$0.00
	Professional:					
H01	Business Development Manager				\$0.00	\$0.00
H02	Business Development Sales Rep.				\$0.00	\$0.00
H03	Contract Administrator				\$0.00	\$0.00
H04	Contract Specialist				\$0.00	\$0.00
H05	Community Relations Representative II				\$0.00	\$0.00
H06	Community Relations Representative III				\$0.00	\$0.00
H07	Executive Consultant				\$0.00	\$0.00
H08	Facility Manager				\$0.00	\$0.00
H09	Fire / HAZMAT Specialist				\$0.00	\$0.00
H10	Grant Administrator				\$0.00	\$0.00
H11	Human Resources Coordinatior				\$0.00	\$0.00
H12	Human Resources Manager				\$0.00	\$0.00
H13	Human Resources Specialist				\$0.00	\$0.00
H14	Inspection Manager				\$0.00	\$0.00

H15	Inspection Specialists				\$0.00	\$0.00
H16	Insurance Specialist I				\$0.00	\$0.00
H17	Insurance Specialist II				\$0.00	\$0.00
H18	Insurance Specialist III				\$0.00	\$0.00
H19	Law Enforcement Specialist				\$0.00	\$0.00
H20	Logistics Specialists				\$0.00	\$0.00
H21	Logistics Manager				\$0.00	\$0.00
H22	Paralegal/Legal Assistant I				\$0.00	\$0.00
H23	Paralegal/Legal Assistant II				\$0.00	\$0.00
H24	Paralegal/Legal Assistant III				\$0.00	\$0.00
H25	Paralegal/Legal Assistant IV				\$0.00	\$0.00
H26	Park Ranger				\$0.00	\$0.00
H27	Principle Consultant				\$0.00	\$0.00
H28	Public Assistance Specialist				\$0.00	\$0.00
H29	Safety Manager				\$0.00	\$0.00
H30	Security - unarmed				\$0.00	\$0.00
H31	Security - armed				\$0.00	\$0.00
H32	Transportation Manager				\$0.00	\$0.00
	Scientific:					
I01	Wildlife Biologist				\$0.00	\$0.00
I02	Environmental Coordinator I				\$0.00	\$0.00
I03	Geologist				\$0.00	\$0.00
	Miscellaneous:					
J01	Cashier				\$0.00	\$0.00
J02	Desk Clerk				\$0.00	\$0.00

[illegible]

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL**, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters 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 of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **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** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract 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**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, 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 **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, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **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. **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, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: 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 Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, 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, lost 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 Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, 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, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract 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 this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **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 Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract 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 Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the 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.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____

Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____

Deidre Vick, Director of Public Services

Date: _____, 20____

Signed for _____

Printed Name & Title: _____ Date: _____, 20____

Attest for _____

Printed Name & Title: _____ Date: _____, 20____

Tab B – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |