





## Solar Lighting Equipment and Related Services

 Request For Proposal

 HGACBuy/Cooperative Purchasing Program


 28557, 80196, 91018, 98132


**Project ID:** SL12-24

**Release Date:** Friday, July 26, 2024

**Due Date:** Thursday, August 29, 2024 12:00pm

 Posted  Friday, July 26, 2024 5:00am

 Bid Unsealed Thursday, August 29, 2024 1:00pm by Virginia Virgen

 Pricing Unsealed Thursday, August 29, 2024 1:00pm by Virginia Virgen

*All dates & times in Central Time*

Viewing

Phase 3 (current)



### 1. Inquiries/Clarifications/Modifications/Submission

Respondents must submit questions by the Questions deadline. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

All clarifications will be available in the Question and Answer and Addenda Sections in OpenGov, only the information in these sections should be used in preparing a response; verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. H-GAC does not assume responsibility for the receipt of any clarifying information. Respondents must periodically check for updates.

Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation.

Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

**Submissions must be in PDF and Excel format ONLY. Other formats uploaded will be deemed non-responsive. Zip files are not accepted.**

Responses may be submitted any time prior to the submission deadline. Respondents may modify submissions that have already been submitted, before the deadline. Recording of proposal submission time and date will occur via OpenGov. To satisfy any required public opening, the respondent list is made available in the OpenGov Public Portal after the deadline.

## 2. Solicitation Requirements

*Respondent must be compliant with all licensing, permitting, registration or other applicable legal or regulatory requirements imposed by any governmental authority. It is Respondent's responsibility to ensure that this requirement is met. H-GAC reserves the right to request copies of any license, permit, or other compliance related documentation at any time. Listed below are other requirements of responding to the Solicitation:*

### 2.1. Contractor Orientation and 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 Customer satisfaction. The Contact Person listed on Contractor Status and Contact Form or an alternate, will be required to participate in an H-GAC vendor orientation and training as soon as possible after contract execution. In addition, other 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 determined by H-GAC and Contractor to be the most efficient and effective form of delivery. Please visit <https://www.hgacbuy.org/events> for more information.

### 2.2. Nationwide Sales Opportunity

HGACBuy contracts provide various products and services to local governments and qualifying non-profits throughout the nation, and desires to make established contracts available to Customers wherever and whenever practicable. Once a contract is executed, Contractor is expected to expand the scope of its marketing effort to include sales to Customers in all areas of the United States. Please also view important guidelines and additional information regarding marketing the program at:

<https://www.hgacbuy.org/marketing>

## 2.3. Corporate/Sales Commitment

Contractor is required to make some basic commitments to ensure the overall success of the HGACBuy program. By submission of a response, Respondent agrees that HGACBuy has the support of senior management and HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible Customers nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

## 2.4. Manufacturer as Respondent

If Respondent is a manufacturer or wholesale distributor, the response received will be evaluated based on a response made in conjunction with that manufacturer's authorized dealer/reseller network. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer/reseller network where that network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer/reseller will be considered a sub-contractor of the Respondent. The relationship between the manufacturer and wholesale distributor Respondent and its dealer/reseller network must be indicated at the time of the submission.

## 2.5. Dealer/Reseller as Respondent

If Respondent is a dealer/reseller of the products/services proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from the manufacturer.

## 2.6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

## 2.7. 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 be limited by law to selling through independent dealerships, etc. H-GAC's objective is to ensure that Customers, no matter where located, can buy contracted products/services and receive quality and timely service and support, while allowing for the most appropriate and effective response to this Solicitation. Responses to this Solicitation will only be accepted in conformance with the below scenarios and requirements. Note: Respondent can only be a party to one response structure.

- A. Single Respondent Acting Alone Or As "Lead" For A Group:** Respondent must complete and sign a Signature Page and all other required forms and, if contracted, will be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer will be considered a sub-contractor of the Respondent. The use of any dealer or reseller is not required if manufacturer or distributor does not employ such.
- B. Multiple Respondents Acting Jointly:** A single Response will be submitted, and each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response. If the Response is successful, each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions. Only those parties which have executed a contract with H-GAC are authorized to process purchase orders for sales and payments under the HGACBuy program.

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 sale, in certain limited circumstances, H-GAC may allow the contract to be assigned to a Manufacturer or another Dealer(s). Such assignment must be specific and detailed and must be approved by the Contractor and H-GAC. Once assigned, the Contractor and assignee may NOT sell or service the same product line or category.

*Depending on the structure of the network, H-GAC recognizes in some cases it may be necessary for the Purchase Order to be issued in the name of the reseller/dealer, etc., however the reseller, dealer, etc. is recognized only as a sub-contractor and will not receive a separate contract award or be assigned any portion of the contract. Any Lead Respondent utilizing a dealer/reseller network who is awarded a contract will be responsible for the processing of the Purchase Order through the network and the activities of the sale, reporting requirements, and remittance of applicable order processing fees.*

## 2.8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- A. Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran; etc.
- B. Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- C. Whether Respondent is a Texas resident or a non-resident business.

## 2.9. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will invoice the contractor directly for a 2% H-GAC Administrative Fee (purchase order processing charge remitted to HGAC by contractor upon payment by HGAC Member). It is each Respondent's responsibility to take this into consideration when preparing offered pricing. It is the Contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

**NOTE:** On purchase orders where a Contractor extends an additional point-of-purchase discount, the order processing charge will still be calculated by H-GAC against the current awarded and contracted pricing **before** any additional discounts have been applied

## 2.10. HGACBuy Contractor/HGACBuy Member General Procedures

- A. Contracts are awarded through fair and open competition in compliance with applicable procurement rules and regulations.
- B. The HGACBuy member sends a proposal request to an adequate number of Contractors in the desired Contract Category.
- C. The Contractor prepares and sends a proposal/quote to the HGACBuy member. The HGACBuy member conducts an evaluation of cost or price reasonableness, if the HGACBuy member is using \$250,000 (or current published Simplified Acquisition Threshold amount) or more of federal funds and an independent cost/price evaluation is necessary.
- D. The Contractor and the HGACBuy member agree on a Purchase Order. Purchase Orders/Supplemental Contracts are reported and sent by individual HGACBuy members to the Contractor and to HGACBuy, where pricing is confirmed against the contract, an Order Confirmation is issued to the HGACBuy Member and copies of the Purchase Order/Supplemental Contract are logged and filed.
- E. The Contractor delivers product(s)/service(s) directly to the HGACBuy member with a subsequent invoice the HGACBuy member upon completion of the work or delivery of the supplies.
- F. The Contractor receives payment directly from HGACBuy member.
- G. The Contractor reports and remits the administrative fee to HGACBuy.
- H. Reference also HGACBuy Customer and Contractor Handbook - <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>

## 2.11. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- A. "Business Day" Monday through Friday
- B. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- C. "Regular Time" Work that occurs during standard business hours
- D. "Emergency Time" Work that occurs outside standard business hours

## 3. Specifications/Categories/Scope of Work

***This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.***

### 3.1. Specifications

This solicitation is seeking responses which include products that are consistent with a member's exterior lighting needs, including road and street lighting, park and pathway lighting, parking lot lighting, and area lighting.

Responses should include optional products and services which could include the following: pole options and other mounting applications and options, solar panel options, energy storage and management options, "smart" or other networking equipment and options, wireless, camera, sound, and other connectivity options that could be located in same application, optional light/luminaire equipment, installation and initialization services, maintenance and warranty options, and other related products and services.

### 3.2. Pricing

Respondent will price complete solar powered lights and equipment catalog(s), inclusive of its complete list pricing book and options, with a designated percentage discount that will be applied to all subsequent purchase orders (percentage discount applied to current awarded list pricing). Acceptable formats:

- Manufacturer's official list price book in effect at the time of proposal submittal, with Respondent including a separate percentage-off-list discount (e.g. "10%"); OR
- A custom, HGACBuy-specific price list created for this proposal, with Respondent including a disclosure of the percentage discount that was used in the HGACBuy-specific pricing.

Responses that fail to provide discounts for equipment / options / services may be deemed non-responsive and disqualified from solicitation.

As applicable, HGACBuy expects Respondent to include pricing with this response for typical and potential services / labor charges. For such pricing (e.g. installation), in order to accommodate the varying and unforeseen needs of HGACBuy members nationwide, Respondent may employ one or more of the following approaches: specific cost-per service(s) price listing/table, a detailed by-region price package, a cost-per-hour format, or some version of the above. These can be framed as nationwide or detailed in a state or regional format as well.

NOTE: priced plans / services that are staggered will be priced as a single, complete annual fee, covering the payment stream total.

Respondent must include details on its current capabilities and present a thorough breakdown of various priced solutions and options for HGACBuy's Members. Respondent must be thorough enough in its specific solutions, package pricing, and individual models / components pricing so as to cover all or most

of the typical and foreseeable configurations that may be encountered with local agencies.

### 3.3. Manuals and Equipment Specs

- A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed products as delivered and accepted.
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of the equipment in the response listing. Please upload in Section 9.1.11 - no zip files can be accepted.

### 3.4. Service / Maintenance Plans and Parts

All service/maintenance/support plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included.

### 3.5. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.



## 4. Additional Resources/Website Links

### 4.1. Reference Websites

- HGACBuy Website – [www.hgacbuy.org](http://www.hgacbuy.org)
- HGACBuy Events – <https://www.hgacbuy.org/events>
- HGACBuy Marketing – <https://www.hgacbuy.org/marketing>

## 5. Additional Resource Documents/Attachments

*An H-GAC Sample Contract with Master General and Special Provisions is provided below. The awarded contract will be the same or similar to the sample. H-GAC reserves the right to update the actual contract with any additional required terms and conditions as required for compliance to agency and funding source requirements. Exceptions to these standard terms and conditions are not allowed, and will not be reviewed. Note: Sample Contract and Handbook are reference material only, do not constitute a contract, or become incorporated as requirements of this Solicitation.*

*Note: Successful Respondents **MAY NOT** process any purchase orders for sales until all contract documents have been completely executed.*

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 [A - HGACBuy\\_Solicitation\\_T&Cs v9.7.23](#)

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 [B - HGACBuy-Contractor-and-Customer-Handbook](#)

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 [C - Sample HGACBuy Master Agreement General and Special Provisions](#)

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## 6. General/Additional Requirements

All Product Items priced and sold pursuant to this Solicitation must, as applicable:

- A. All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery.
- B. Meet all applicable requirements of federal, state and local laws and regulations.
- C. Be manufacturer's normal offering with all standard features and functions and performance levels.
- D. Be ready for turn-key operation upon delivery, including all standard and ordered optional equipment. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

- E. All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).
- F. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response. Please upload specifications information in Section 9.1.11 - no zip files can be accepted.

Note: "Unpriced/unpublished" options cannot be quoted on the Product Pricing Worksheet and may not be sold through this contract

## 7. Contract Term/Multiple Awards/Usage

**Contract Term:** H-GAC intends to award one or more contracts for the products/services requested under this Solicitation. The term of the resulting contract(s) will be for a period of four (4) years and until any outstanding orders against the contract have been fulfilled. H-GAC may, at its option, extend the contract for up to one (1) additional one-year term. H-GAC reserves the right to extend and/or expand the scope of the contract if deemed to be in the best interest of H-GAC and subject to H-GAC Board of Directors approval.

**Multiple Awards:** H-GAC reserves the right to award contract(s) for line items or groups of line items, at its sole discretion. H-GAC will not make separate awards for sales in Texas and for sales outside the state of Texas. In the case of acquisitions governed by the Motor Vehicle Division, the dealer is awarded the contract in Texas, and the Manufacturer is awarded the contract outside of Texas.

**No Guarantee of Usage:** H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

## 8. Goal for DBE Contracting

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor

must take the affirmative steps listed below:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>.

Contractor agrees to work with and assist HGACBuy customer in meeting any small and minority businesses, women's business enterprises, and labor surplus area firms targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a small and minority businesses, women's business enterprises, and labor surplus area entity was considered in a procurement transaction, etc.

## 9. Submission Details/Uploads/Required Documents

### 1. Submission Upload Section

Please complete each section listed below and upload/respond to the questions or provide the information as directed.

#### 1.1. Structure of Response\*

Please select an option in accordance with Section 2.7 Structure of Response.

☐ Single Respondent Acting Alone Or As "Lead" For A Group: solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services.

☐ Multiple Respondents Acting Jointly: Each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions.

\*Response required

## 1.2. If proposing as Multiple Respondents acting jointly, please list the names of Joint Respondents.\*

If proposing as a Single Respondent, please state n/a.

Enter response

\*Response required

## 1.3. Executive Summary Response\*

Provide a summary of key aspects of the contractor's qualifications and indicate the Respondent's commitment to provide the products and services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation.

\*Response required

## 1.4. Pricing\*

Respondent will price complete solar powered lights and equipment catalog(s), inclusive of its complete list pricing book and options, with a designated percentage discount that will be applied to all subsequent purchase orders (percentage discount applied to current awarded list pricing). Acceptable formats:

- Manufacturer's official list price book in effect at the time of proposal submittal, with Respondent including a separate percentage-off-list discount (e.g. "10%"); OR
- A custom, HGACBuy-specific price list created for this proposal, with Respondent including a disclosure of the percentage discount that was used in the HGACBuy-specific pricing.

Responses that fail to provide discounts for equipment / options / services may be deemed non-responsive and disqualified from solicitation.


Respondents who are awarded contracts will be required to provide HGACBuy comprehensive price lists for all equipment / options / services included in the contract and will be required to provide pricing/product updates to HGACBuy throughout the entire contract period to keep the price lists and product offerings current. All pricing must be clear and easily understandable, and clearly represent the total price to acquire the products/services covered in this contract.

In pricing of services (e.g. installation), in order to accommodate the varying and unforeseen needs of HGACBuy members nationwide, Respondent may employ one or more of the following approaches: specific cost-per service(s) price listing/table, a detailed by-region price package, a cost-per-hour format, or some version of the above. These can be framed as nationwide or detailed in a state or regional format as well.

NOTE: priced plans / services that are staggered will be priced as a single, complete annual fee, covering the payment stream total.

Respondent must include details on its current capabilities and present a thorough breakdown of various priced solutions and options for HGACBuy's Members. Respondent must be thorough enough in its specific solutions, package pricing, and individual models / components pricing so as to cover all or most of the typical and foreseeable configurations that may be encountered with local agencies.


Please download the document below, complete, and please **upload in Excel format**.

 [SL12-24\\_Response\\_Price\\_List\\_Form.xlsx](#)

\*Response required

### **1.5. Business Practices and Operations\***

Please download the below documents, complete, and upload.

 [Business\\_Practices\\_and\\_Operations\\_v10.18.23.pdf](#)

\*Response required

### **1.6. Distinguishing Services\***

Please download the below documents, complete, and upload.

 [Distinguishing\\_Services\\_v10.16.23.pdf](#)


\*Response required

### **1.7. Licenses/Certifications**

Provide any and all licenses and certificates as required by the Solicitation.

### **1.8. Geographic Areas Served\***

Please download the below documents, complete, and upload.

 [Geographic-Areas-Served\\_v10.11.23.pdf](#)

\*Response required

### **1.9. Planned Authorized Retailers Distributors Dealers\***

Please refer to Section 2.7 of this solicitation for guidance to determine if you need to complete this form, and if so, for instructions on completing this form.


If no authorized distributors are planned for use, please provide a statement in your response that indicates no intent to use retailers/distributors, etc.

 [Authorized-Dealer-Distributor-Dealer\\_v11.27.23.pdf](#)

\*Response required

### **1.10. References\***

Please download the below documents, complete, and upload.

 [References\\_v10.11.23.pdf](#)

\*Response required

### **1.11. Warranty, Service, and Technical Manuals**

Submit detailed Warranty, Service, Technical Manuals, or other relevant information or booklets with the Response. If Respondent submits a warranty which does not meet any minimum stated requirements in the Solicitation, Respondent agrees by submission of the Response that such warranty is automatically amended to meet the minimums.

## 2. Required Documents/Certifications/Confirmations Section

The documents/certifications/confirmations below are required for every Solicitation.

### 2.1. Signature Page\*

Please download the below document, complete, and upload. **This form must be returned signed with the response or the submission will be deemed non-responsive and will be rejected.**


**If proposing as Multiple Respondents Acting Jointly, each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response.**

 [Signature\\_Page\\_-\\_HGACBuy\\_v10.18.23.pdf](#)

\*Response required

### 2.2. Small and Minority Business, Women's Business Enterprise, and Labor Surplus Affirmation\*

Please download the below documents, complete, and upload.

 [Small-and-Minority-Business-Women-Business-Enterprise-Labor-Surplus-Affirmation-Form\\_\(1\).pdf](#)

\*Response required

### 2.3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts\*

Please download the below documents, complete, and upload.

 [Certification-Regarding-Debarment\\_\(1\).pdf](#)

\*Response required

### 2.4. Certification Regarding Lobbying\*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☐ Please confirm

\*Response required

## 2.5. Certification Regarding Drug-Free Workplace Requirements\*

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).


☐ Please confirm

\*Response required

## 2.6. Filing Reports Form 1295 Certificate of Interested Parties\*

Please download the below documents, complete, and upload. Download a blank Form here:

<https://www.ethics.state.tx.us/filinginfo/1295/>

 [1295.pdf](#)

\*Response required

## 2.7. Conflict of Interest Questionnaire\*

Chapter 176 of the Texas Local Government Code requires contractors 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. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website.

<https://www.ethics.state.tx.us/forms/conflict/>


Please confirm to acknowledge that the form will be filed if applicable.

☐ Please confirm

\*Response required

## 2.8. Contractor Status and Contact Form\*

Please download the below documents, complete, and upload.

 [Contractor-Status-and-Contact-Form.pdf](#)

\*Response required

## 2.9. No Excluded Nation or Foreign Terrorist Organization Certification\*

Please download the below documents, complete, and upload.

 [No-Excluded-Nation-Foreign-Terrorist-Certification.pdf](#)

\*Response required

## 2.10. HB89 SB52 Prohibition on Contracts with Companies Boycotting Israel Verification Form\*

Please download the below documents, complete, and upload.

 [HB89-SB52-Verification-Form.pdf](#)

\*Response required

## 2.11. Solicitation Terms and Conditions Confirmation\*

By submitting a response to this Solicitation, respondent agrees that it has read and fully intends to comply with the terms and conditions of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted. Please view the full Terms and Conditions located in the Additional Resource Documents/Attachments section.

☐ Please confirm

\*Response required

## 2.12. Sample Master Agreement Confirmation\*

By submitting a response to this Solicitation, respondent agrees that it has thoroughly read and fully intends to comply with the General and Special provisions of the Sample Master Agreement that respondent will be required to sign if awarded a cooperative contract. The awarded contract will be the same or similar to the



sample. H-GAC reserves the right to update the actual contract with any additional required terms and conditions as required for compliance to agency and funding source requirements. Exceptions to these Master Agreement General and Special provisions are not permitted and will not be reviewed. Please view the Sample Master Agreement located in the Additional Resource Documents/Attachments section.

☐ Please confirm

\*Response required

### 2.13. Company W9\*

Please upload a current company W9.

\*Response required

## 10. Evaluation Criteria

*Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; if subcontracting, may include the completed Small and Minority Business Affirmation Form.*

### 1. Products and Pricing

Price is competitive and all information is completed on the pricing sheets as set out in the submittal section of this solicitation. Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. If offering services, reasonable total fee schedule/not to exceed hourly rates. Any travel associated expenses that may be incurred for additional offered services are priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: <https://www.gsa.gov/travel-resources>

#### Scoring Method:

0-5 Points

#### Weight (Points):

30 (30% of Total)

### 2. Business Practices and Operations

Completed Business Practices and Operations form. Detailed acceptable information is provided on Respondent's history, practices, and philosophies, demonstrating the respondent's ability to effectively support this contract and meet HGACBuy members' needs. Detailed information is provided about experience in government sales and about the organizational structure and key staff, and their responsibilities, that would service and support this contract. All licenses and certificates are satisfactory and are provided as required by the Solicitation. Details are provided on any bankruptcies, legal actions, and safety and insurance claims with which Respondent has been involved during the past five (5) years.

#### Scoring Method:

0-5 Points

#### Weight (Points):

25 (25% of Total)

### 3. Distinguishing Services

Distinguishing Services form is complete, with detailed explanation of Respondent's business philosophies and actual practices which clearly evidence their commitment to quality and excellence in products and service. Provide details about Respondent's value added services, product and service innovations, awards and recognitions, and planned activities or campaigns to pursue an increased level of excellence in products and services. Provide details that clearly show a level of distinction and how Respondent's business operates above the minimum/average standards within their industry.

**Scoring Method:**

0-5 Points

**Weight (Points):**

20 (20% of Total)

### 4. Geographic Areas Served/Authorized Distributor

Detailed geographic coverage information is provided that demonstrates the ability to meet the needs of Customers throughout the United States. If applicable, dealer network is identified and details are provided explaining how it will be used to promote this program and provide products/services to HGACBuy members nationwide. Approval letter from each manufacturer is submitted (when applicable); authorization letters include the regions in which equipment may be sold or serviced. A listing of all planned retailers/distributors (if applicable), etc. that may be used during the term of this contract to deliver goods or services is provided.

**Scoring Method:**

0-5 Points

**Weight (Points):**

10 (10% of Total)

### 5. Past Performance

An evaluation will be conducted of the Respondents previous contract performance as an HGACBuy contractor based on the performance measured listed below. Those with no history will receive the maximum for this criterion. NOTE: For joint responses, each party will be scored as outlined above and an overall average will be taken of all companies submitting a signed signature page to determine the overall score for each joint submission.

**PERFORMANCE MEASURES (2% each)**

- Timely and accurate response to request for information and/or request for quotes/pricing
- Timely delivery of product or services (as quoted at time of order placement)
- Quality of products/service
- Timely and accurate submission of Contractor's Activity Report
- Timely payment of order processing charge

**Scoring Method:**

0-5 Points

**Weight (Points):**

10 (10% of Total)

### 6. References

Provide at least five (5) adequate references and examples of government sales to government customers in comparable size and requirements. Please provide contact information and details about what types and quantities of products were sold.

**Scoring Method:**

0-5 Points

**Weight (Points):**

5 (5% of Total)

## 11. Evaluation Process

An evaluation committee may consist of representatives from H-GAC and other stakeholders. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Submissions will be evaluated based on a total top score of 100. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Respondents with a score of at least **60** may be eligible for a contract award recommendation, at the sole discretion of H-GAC.

## 12. Selection/Final Approval and Award

*A recommendation will be presented to the H-GAC Board of Directors for approval to execute a contract. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest. H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded Contractor and H-GAC will identify specific goals, strategies and activities planned for meeting program objectives.*

H-GAC reserves the right to accept or reject, in whole or in part, any or all responses received and to make an award on the basis of individual item, combination of items, or overall best value response, as it is deemed in the best interest of H-GAC and its Customers.

It is the obligation of the HGACBuy Member to obtain pricing to determine best value with respect to their specific requirements and additional purchasing protocols, and to apply any additional levels of scrutiny when choosing an appropriate contractor.

## 13. Presentation/Demo/Interview and Best and Final

**Presentation/Demonstration/Interview:** The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and H-GAC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

**Best and Final Offer (BAFO):** H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

## 14. Debrief/Protest

**Requesting a Debrief:** Requests for a debriefing must be made in writing to [HGACBuySolicitations@h-gac.com](mailto:HGACBuySolicitations@h-gac.com) within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

**Resolution of Protested Solicitations:** Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of

Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of the reasons for the protest.
- D. 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 a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of 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.

The complainant may appeal the Deputy Executive Director'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, will 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 will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

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

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

