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## COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT

### 791 Purchasing Cooperative

*A Cooperative Purchasing Program available to Government and Other Entities in all fifty states.*

AND

Lead Agency:

**CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

**RFP #791202603003**

**Government Consulting and Professional Services**

**Submission Deadline: May 8, 2026, at 1:00 PM Central Time**

**Central Texas Council of Governments**

**ATTN: 791COOP**

2180 North Main Street, Belton, TX 76513

**Questions:** [Admin@791Coop.org](mailto:Admin@791Coop.org) | 210.757.3775

Solicitation portal: <https://www.beaconbid.com/solicitations/791-coop>

Questions: [Admin@791Coop.org](mailto:Admin@791Coop.org) or 210.757.3775 The solicitation documents may be found at <https://www.beaconbid.com/solicitations/791-coop>

If a problem is encountered accessing the solicitation, please contact 791 Purchasing Cooperative at the address or phone number listed above for assistance.

**NOTICE TO PROPOSER(S):** ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE 791 PURCHASING COOPERATIVE WEBSITE AT <http://www.791Coop.org>. AMENDMENTS SHALL NOT BE FAXED, EMAILED, OR MAILED. IT IS THE PROPOSER(S)' RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE PERIOD.

This solicitation is a Request for Proposals as permitted under Texas Local Government Code Sections 252, 262, 2269, and 271.

**NOTICE:** The use of the terms "Solicitation," "Bid," "Request for Proposals," "RFP," "Request for Competitive Sealed Proposals," "RCSP," "RFQ," "Request for Qualifications," or other specific terms may not be precise in legal terminology and should be construed to mean the method of procurement listed above, with the legal citation of the source of the procurement method. *Example: "This solicitation is a Request for Proposals as permitted under Texas Local Government Code Sections 252, 262, 2269, and 271."*



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## I. ABOUT 791 PURCHASING COOPERATIVE (791COOP)

### A. Purpose of This Solicitation

It is the purpose of this Solicitation to establish awarded vendor agreements to satisfy the competitive procurement needs of participating entities in this commodity category. These awarded agreements will enable participant entities to purchase on an "as needed" basis from competitively awarded agreements with high-performance vendors. Proposers are requested to submit proposals for their line of available products and services that are commonly purchased by government agencies, school districts, and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. Proposers submitting items outside the scope of this commodity category will not be awarded those items. Example: a consulting firm may not propose to perform general construction work.
- 791COOP reserves the right to award multiple vendors based on the lowest responsible bidder or best value for each solicitation.
- This proposal is requested for the benefit of current participants and other new participants as they execute 791COOP Participant's Agreements in the future.
- 791COOP reserves the right to extend the proposal deadline for any reason.
- 791COOP reserves the right to make changes to this Solicitation by way of one or more posted addenda.

### B. Benefits of 791COOP

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according to the Laws of the State of Texas and Federal Regulation 2 CFR Part 200, and other applicable State and Federal Regulations, designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yield economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with high-performance vendors.
- Maintain credibility and confidence in business procedures by maintaining free, fair, and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for the competitive procurement process for all 791COOP Awarded Agreements.

### C. Customer Service

- 791COOP staff is available to participants for assistance in viewing and contacting awarded vendors for categories to make purchases and agreement decisions.



- 791COOP provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- 791COOP enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

## D. Purchasing Procedures

- Agreements are established through free, full, and open competition as described by the laws of the State of Texas and are available for Intergovernmental Agreement by other government entities anywhere in the United States, subject to each entity's jurisdictional law and regulation. Purchase orders or equivalents are issued by participating governmental entities directly to the Vendor or vendor-assigned dealer. Purchase orders or equivalents are sent to the 791COOP offices where they are reviewed by the 791COOP staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to 791COOP.
- **NOTE: It is always the vendor's responsibility under the 791COOP agreements to report all sales under the agreement to 791COOP.**
- Vendors deliver goods and services directly to the participating entity and then invoice the participating entity. The Vendor receives payment directly from the participating entity.

## E. Partnerships with 791 Purchasing Cooperative

1. The Texas Conference of Urban Counties represents 34 Counties and 79% of the Texas Population, or approximately 23 million residents.
2. The State of Texas CTCOG is a Lead Agency with 791COOP, and CTCOG represents 43 Public School Districts in their service area.
3. The Central Texas Council of Governments is a Lead Agency with 791COOP, representing over 40 local governments and a population of approximately 523,000 residents.
4. 791COOP may add additional partnerships to this program.
5. It is estimated that contracts awarded under this RFP will total over \$25–100 million annually with competitive pricing proposed.

## F. Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791COOP participants. Also, according to the Texas Public Information Act (Texas Government Code, Chapter 552), any documents or information held by 791COOP "may" be public information. Proposers wishing to designate specific pages as confidential must complete the CONFIDENTIAL INFORMATION CLAIM FORM included in this solicitation package and submit it with their response. Failure to properly complete and submit this form may result in a waiver of confidentiality rights.



## II. SUMMARY OF RFP INSTRUCTIONS

This Solicitation is for an Indefinite Delivery Indefinite Quantity (IDIQ) Agreement. This IDIQ Solicitation is intended for the use of CTCOG, 791COOP, and 791COOP participant entities or future participants to adopt via Intergovernmental Agreement and utilize as their own solicitation for legal procurement. Because participant entities utilizing an Intergovernmental Agreement upon an agreement resulting from this Solicitation may do so at their discretion and timing, scope requirements may change during the life of the resulting IDIQ Agreements, and no specific volume of purchases is guaranteed by 791COOP.

### Key RFP Deadlines and Submittal Instructions

Event	Date	Time (CDT)
Solicitation Issued	March 30, 2026	8:00 AM
Pre-Proposal Conference	None Scheduled	—
Pre-Bid Meeting Request Deadline	April 3, 2026	10:00 AM
Inquiry Period Ends	April 30, 2026	5:00 PM
<b>Proposal Due Date</b>	<b>May 8, 2026</b>	<b>1:00 PM</b>
Anticipated Award	May 15, 2026*	—

\*Award date may be earlier or later depending on the number of proposals received.

791COOP agreements are available for use by all schools, colleges, universities, cities, counties, and other government entities in all fifty states, if permitted by the jurisdiction of the governmental entities.

AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

## III. GENERAL INFORMATION

### A. Financing of 791COOP and Lead Agency CTCOG

1. 791COOP Vendor Paid Fee: The total cost of the 791COOP program is funded through an administration fee of 1.00% paid to 791COOP by the awarded contractors. The fee is based on actual vendor project sales. The vendor will pay the fee on actual invoices and paid sales to 791COOP participants. Fees are not assessed to vendors for shipping costs, required bond costs, or any applicable taxes.
2. 791COOP establishes a fee for each solicitation for proposals that are in the best interest of 791COOP and its participants.

### B. Additional Information



## **1. Term of Agreement and Renewals**

The initial term of the agreement is five (5) years. Awarded agreements may be extended for up to three (3) additional one (1)-year renewal terms, for a maximum total contract term of eight (8) years. Each renewal is automatic unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term, or either party exercises its right to terminate as provided in the Vendor Agreement.

**THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. 791COOP reserves the right to solicit additional proposals at any time it is in the best interest of 791COOP and/or its participants.**

## **2. Termination for Cause**

791COOP or the awarded vendor may terminate an award under this solicitation for cause. Either party must provide the other party with 30 days written notice to respond. The awarded vendor shall provide 791COOP with 90 days written notice to protect the interests of 791COOP participants who may be in active negotiation. The extended notice period for vendors reflects the cooperative's obligation to protect participant agencies currently engaged in procurement.

## **3. Vendor Questions**

Questions about this solicitation shall be submitted to [admin@791COOP.org](mailto:admin@791COOP.org) with the following subject line: "RFP #791202603003 Government Consulting and Professional Services — Vendor Question." Questions of a ministerial nature will be answered without an addendum. Questions of a substantive nature that are not addressed in the Solicitation will be addressed by properly posted addendum. All Q&A will be posted at <https://www.beaconbid.com/solicitations/791-coop/CurrentSourcingEvents.aspx>.

**QUESTIONS WILL BE RECEIVED UNTIL April 30, 2026, AT 5:00 PM Local Time.**

## **4. Pre-Bid Meeting**

No Pre-Bid Meeting is currently scheduled. A Pre-Bid Meeting may be requested by any proposer. If you wish to request a Pre-Bid Meeting, email [admin@791COOP.org](mailto:admin@791COOP.org) by 10:00 a.m., April 3 2026. If a Pre-Bid Meeting is scheduled, an addendum will be posted and a notification will be sent by the electronic bidding system to all known interested parties. 791COOP reserves the right to determine whether a Pre-Bid Meeting is held.

## **C. Communications Prohibition**

During the period between the date 791COOP issues this RFP and the selection of the vendor awarded a contract, if any, Respondents shall restrict all contact with 791COOP and CTCOG and direct all questions regarding this RFP only through the 791 Coop solicitation portal in the specified manner.

**DO NOT contact members of the CTCOG Board of Directors, other employees of 791COOP or CTCOG, or any of 791COOP's agents or administrators. Contact with any of these individuals after issuance of this RFP and before selection is made may result in disqualification of the Respondent.**



- The communications prohibition terminates when the contract is recommended by administration, considered by the CTCOG Board at a noticed public meeting, and a contract has been awarded.
- Prohibited communications include any direct contact, discussion, or promotion of a Respondent’s response with any member of the 791COOP or CTCOG Board of Directors or employees, except for communications with 791COOP’s designated representative as set forth in this RFP and only in the course of inquiries, addenda, or presentations.
- Exception: Presentations made to the Board of Directors during any duly noticed public meeting are permitted where the solicitation is under consideration and the Vendor has been specifically invited to present.

## IV. PROPOSAL SCORING AND EVALUATION

A qualified evaluation committee will evaluate and score all proposals. Recommendations for awards will be made to the CTCOG Executive Board/Committee. Awards will be granted or denied at the monthly stated meeting of the CTCOG Executive Board/Committee. 791COOP will base a recommendation for award on factors permitted by Texas Government Code Section 252.043. The factors and their weighted points are as follows (100 total points):

791COOP shall use a final overall scoring system to include consideration for competitive pricing, best value price, and cost evaluation. 791COOP reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to best value price as it relates to the products and services. Price is ultimately only one factor among many. 791COOP reserves the right to reject any or all proposals or any part of any proposal.

#	Criterion	Points
1	<b>Purchase Price</b> <ul style="list-style-type: none"> <li>• Hourly rates by personnel classification, project-based pricing, or discount-off published rate schedule for each consulting category</li> <li>• Competitiveness of pricing relative to current market rates for government consulting and professional services</li> <li>• Ability to verify that participants receive contract pricing</li> <li>• Not-to-exceed pricing structure and proposed pricing methodology (discount-off or fixed-fee preferred; see Section VI)</li> <li>• Pricing for all subcategories of consulting services offered, including retainer options, volume discounts, and cooperative pricing</li> </ul>	<b>30 pts</b>
2	<b>Quality of Vendor’s Goods or Services</b> <ul style="list-style-type: none"> <li>• Qualifications, certifications, and professional credentials of proposed consulting staff and subject matter experts</li> <li>• Quality assurance, peer review, and deliverable validation processes for consulting engagements</li> <li>• Compliance with applicable professional standards, regulatory frameworks, and federal, state, and local requirements</li> </ul>	<b>20 pts</b>



	<ul style="list-style-type: none"> <li>• Ability to provide scalable consulting solutions adaptable to diverse public sector environments and organizational sizes</li> <li>• Evidence of successful engagements with comparable government agencies, school districts, or public sector entities</li> </ul>	
3	<p><b>Extent to Which Goods and Services Meet the Needs</b></p> <ul style="list-style-type: none"> <li>• Coverage of consulting categories listed in Section V (Strategic Planning, Procurement, Policy, HR, Financial, Grants, Technology, Community Engagement, Specialized Services)</li> <li>• Capacity to serve urban, suburban, and rural government entities and school districts</li> <li>• Consulting methodology, deliverable quality, and client reporting capabilities</li> <li>• Ability to support IDIQ engagement of consulting services across multiple member agencies nationally</li> <li>• Demonstrated understanding of cooperative purchasing and government procurement requirements</li> </ul>	<b>20 pts</b>
4	<p><b>Reputation of Vendor and Vendor’s Goods or Services</b></p> <ul style="list-style-type: none"> <li>• Customer references from government or public sector clients (minimum 5 required; see Exhibit A)</li> <li>• Past litigation, bankruptcy, reorganization, or state/federal investigations</li> <li>• Industry certifications, professional credentials, and applicable state or professional licenses</li> <li>• Financial stability and credit standing</li> <li>• 791COOP staff knowledge and any publicly available information about Vendor reputation</li> </ul>	<b>10 pts</b>
5	<p><b>Total Long-Term Cost to 791COOP and Participants</b></p> <ul style="list-style-type: none"> <li>• Commitment to honor proposed rate schedules for the full contract term</li> <li>• Total cost of engagement including project management overhead, travel, and administrative fees</li> <li>• Price escalation limits proposed (CPI-anchored preferred)</li> <li>• Availability of volume-based pricing incentives for larger participant agencies</li> </ul>	<b>10 pts</b>
6	<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>• Less than 1 year of relevant operating experience = 0 points</li> <li>• 1–3 years = 5 points</li> <li>• 4–6 years = 8 points</li> <li>• More than 6 years = 10 points</li> <li>• Experience must be in government consulting and professional services, public administration, or a directly comparable category</li> </ul>	<b>10 pts</b>
7	<p><b>Vendor’s Past Relationship with 791COOP</b></p> <ul style="list-style-type: none"> <li>• New Contract — no prior relationship exists; criterion considered but assigned 0 weight per Texas law for new solicitations</li> </ul>	<b>0 pts</b>



8	<p><b>Residency</b></p> <ul style="list-style-type: none"> <li>• Federal funds may be utilized by CTCOG or 791COOP participant entities during the life of this contract</li> <li>• Residency is a prohibited criterion under federal regulation and has therefore been assigned 0 points</li> <li>• Whether vendor has its principal place of business in Texas, or employs at least 500 persons in Texas, is noted but not scored</li> </ul>	0 pts
9	<p><b>Impact on Historically Underutilized Businesses and DBEs</b></p> <ul style="list-style-type: none"> <li>• No Texas laws apply to this specific procurement type, but federal funds are anticipated; proposer should agree to abide by 49 CFR Part 26</li> <li>• Failure to agree to comply with federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable</li> <li>• Whether or not vendor is a D/M/WBE, HUB, or similar business has no bearing on the evaluation score but is collected for participant reference</li> </ul>	0 pts

**PROPOSERS FALLING BELOW A 75-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD**

### A. Competitive Range

Following initial scoring, it may be necessary to establish a competitive range. Proposals with scores materially below the threshold or that are non-responsive to required specifications will be deemed outside the competitive range and will not receive further consideration for award. 791COOP reserves the right to determine the competitive range at its sole discretion.

### B. Best and Final Offer

. 791COOP is not required to request a Best and Final Offer (BAFO). 791 COOP is requesting Offerors submit best pricing in the first instance. 791COOP, in its sole discretion, may request all Offerors in the competitive range to submit a BAFO. Offerors must submit their Best and Final Offers in writing by the deadline specified by 791COOP. If an Offeror does not respond to a BAFO request, that Offeror’s most recent prior offer will be considered its Best and Final Offer. Vendors may lower prices at any time during the agreement period without requiring a BAFO process. 791COOP is not required to request a BAFO and is requesting respondents submit BAFO in the first instance.

### C. Protest of Non-Award

Any protest of an award or proposed award must be filed in writing within fifteen (15) calendar days from the date of the official award notification and must be received by 791COOP no later than 5:00 PM Central Time on that fifteenth day. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent.

Protests shall be filed with: 791 Purchasing Cooperative, ATTN: RFP Protest Officer, Admin@791Coop.org, and must include:

- Name, address, telephone number, and email of protester



- Original signature of protester or its authorized representative
- Identification of the solicitation by RFP number and title
- Detailed statement of legal and factual grounds, including copies of relevant documents
- The form of relief requested

Any protest review and action shall be considered final with no further formalities being considered. 791COOP reserves the right to proceed with the award during the protest period if delay would harm participant entities.

## V. SPECIFICATIONS

### **This solicitation is for RFP #791202603003 — Government Consulting and Professional Services**

This solicitation seeks qualified firms and individuals to provide Government Consulting and Professional Services to eligible public sector entities. The scope encompasses a comprehensive range of consulting disciplines commonly required by cities, counties, special districts, K–12 school districts, institutions of higher education, state agencies, and qualifying nonprofit organizations participating through the 791 Purchasing Cooperative.

#### **A. Intent**

The 791 Purchasing Cooperative invites qualified firms and individuals to respond to this Request for Proposals (RFP) to provide Government Consulting and Professional Services. 791 Coop operates as a Texas Government Code Chapter 791 interlocal purchasing cooperative headquartered in San Antonio, Texas, leveraging lead agency partnerships with Central Texas Council of Governments (CTCOG), Region 15 Education Service Center, and Ohio Purchasing Council (OPC). Through this solicitation, 791 Coop seeks to establish competitively awarded, non-exclusive Master Agreements enabling member agencies — including cities, counties, K-12 school districts, institutions of higher education, special districts, and eligible nonprofits — to procure consulting and professional services through a single, legally compliant cooperative vehicle.

#### **B. Eligible Offerings**

Proposers are encouraged to include the full breadth of consulting and professional services they regularly provide in the normal course of business, including value-added and complementary offerings. Vendors may propose across one or more of the categories identified in Section D below. Offerors may also propose related consulting services, certifications, inspections, assessments, or any other professional services that fall within the general scope of Government Consulting and Professional Services.

#### **C. Non-Construction Scope**

This solicitation is for non-public works, non-construction contracts. It covers consulting, advisory, professional support, facilitation, training, assessment, and related knowledge-based services. Any on-site work performed under an awarded agreement must be incidental to the



delivery of consulting and professional services and does not constitute construction or public works as defined under Texas Government Code Chapter 2269.

## D. Government Consulting and Professional Services Categories

Vendors may propose consulting and professional services across one or more of the following categories. This list is representative and not exhaustive; proposers are encouraged to include all relevant offerings within their area of expertise.

### 1. Strategic Planning and Organizational Development

- i. Facilitation of strategic and operational planning processes
- ii. Organizational assessments and restructuring strategies
- iii. Mission, vision, values alignment and performance benchmarking

### 2. Public Sector Procurement and Contracting

- i. Procurement process assessments, audits, and redesign
- ii. RFP and bid development, evaluation assistance, and compliance reviews
- iii. Cooperative purchasing strategies and training

### 3. Policy and Regulatory Consulting

- i. Development and review of policies, procedures, and governance documents
- ii. Legislative and regulatory compliance consulting (local, state, federal)
- iii. Risk management and internal controls

### 4. Human Resources and Workforce Development

- i. Compensation studies and classification reviews
- ii. Recruitment, retention, and succession planning
- iii. DEI (Diversity, Equity & Inclusion) strategy and compliance

### 5. Financial and Budgetary Consulting

- i. Budget planning and financial forecasting
- ii. Capital improvement planning
- iii. Cost-benefit and fiscal impact analysis

### 6. Grants Management and Funding Strategy

- i. Grant writing and submission support
- ii. Program evaluation and reporting
- iii. Federal and state grant compliance audits

### 7. Technology and Data Consulting

- i. IT strategic planning and governance
- ii. ERP and software system selection and implementation support
- iii. Cybersecurity risk assessments and policy development

### 8. Community Engagement and Public Communication

- i. Stakeholder facilitation and community input processes
- ii. Public meeting facilitation and documentation
- iii. Public information campaigns and crisis communications planning



## 9. Specialized Consulting Services

- i. Education administration and K–12 leadership consulting
- ii. Emergency preparedness and disaster recovery planning
- iii. Environmental policy and sustainability strategy

## 10. Contract Expectations

- i. Offerors should demonstrate subject matter expertise, proven success with public sector clients, and a commitment to transparency and value.
- ii. Vendors are expected to provide clear pricing structures, including hourly rates, project-based pricing, and any available cooperative discounts.
- iii. Consultants must operate in full compliance with all applicable local, state, and federal laws and regulations.

## E. Requirements of Awarded Vendors

Interested Vendors shall submit an RFP responding to the portions of the RFP for which they can qualify and desire to perform the work. Identify each response with the appropriate letter/numerical designation and respond to all items in the order given. Do not provide company brochures or other marketing materials in response to any item, except where requested.

- a. Cover sheet indicating the name of your company and the project title.
- b. Organization information: describe your company and the complete range of consulting and professional services being offered. Each vendor must also provide a list of any subcontractors who will be utilized to meet the terms of the proposal. All vendors must review and comply with each Contracting Entity's ethics code.
- c. Submit a statement of why your company is best qualified for this project.

### Project Approach:

- d. Provide a detailed description of your consulting methodology, including project scoping, stakeholder engagement, deliverable development, and quality assurance processes.
- e. Describe the extent of the Contracting Entity's staff involvement in the project, including key decision points at each stage.

## F. Additional Services

Bidder should list in an Excel spreadsheet or other attachment all related consulting and professional services, staffing rates by personnel classification, and other unit-priced items according to the category offered on this contract. No inappropriate offerings will be considered.

### 1. Background

The Local Participating Entity using this contract may utilize it for #791202603003 Government Consulting and Professional Services. Some local governments and school districts may utilize all consulting categories; some may choose to engage services on an a la carte basis for specific projects or subject matter areas.

### 2. Overview

The program involves consulting and professional services specified by the Local Government Entity or School District. The participating entity will expect the chosen firm to commence



services within the timeline established in the applicable statement of work or task order. The Contracting Entity will have the right, in its sole discretion, to add, delete, or revise the contracted services to meet its changing needs, upon providing reasonable written notice. Billing shall be adjusted accordingly.

### **3. Bidder's Company and Service Information**

- f. Responses shall be clearly labeled with the item number.
- g. Proper evaluation requires information about the bidding company and its services.
- h. Public companies must provide their most recent yearly report to stockholders.
- i. Private companies must answer the questions in Exhibit B.
- j. Provide a brief history of your company including type of business and philosophy. If the bidder has recently purchased an established business or has proof of prior success in this or a closely related business, provide written verification.
- k. Indicate the location of company headquarters. List any branch offices in the state of any 791COOP participating entity. Provide the name, title, qualifications, and experience of the employee who will coordinate the work and serve as the general contact for this contract.
- l. For purposes of determining financial ability to perform, attach a letter from your financial institution indicating the line of credit currently available and evidence of financial stability over the past three years. The letter does not need to identify a dollar amount; a credit range is sufficient. (Example: "credit in the low six figures" or "a credit line exceeding five figures.")

### **4. Sales Team Contact Information**

Provide the names, phone numbers, email addresses, and geographic coverage territories of your key personnel responsible for serving 791COOP participants.

### **5. Problem Resolution History**

Any business that has served the public for more than ten years will have had problem projects. List up to five consulting engagements with public sector clients that encountered challenges (use more than one state if possible). Describe the problem and identify how it was resolved (what steps were taken to satisfy the client). Provide the name of the public agency, type of consulting service provided, contract amount, contact name, and telephone number.

### **6. Subcontractors and Partners**

Vendors who utilize subcontractors or teaming partners for service delivery must identify those parties, explain how they are qualified, and provide business name, address, telephone, and any applicable professional license or certification number.

### **7. Service Guarantee**

Consulting services and deliverables provided under the contract must be guaranteed by the contractor for quality and performance. If deliverables are defective, incomplete, or non-conforming to the agreed scope of work, the vendor must correct or re-perform the work within ten (10) business days at no additional cost. Vendor may offer extended support or retainer agreements at additional cost. Upon request, knowledge transfer sessions must be offered by the prime contractor for the staff of the participating entity.

## **VI. PRICING FORMAT**



## A. Pricing for Line Items

Proposers are requested to submit proposals for offering their complete and total line of available consulting and professional services to governmental entities, including school districts.

The list of services sought by this solicitation is inclusive and not exclusive. There may be other similarly used consulting or professional services offered by responding vendors that may be included as part of the proposing vendor's price schedule now or during the life of the agreement. Pricing may be exclusively line-item pricing or, as recommended, a combination of line-item pricing and a minimum rate schedule.

## B. Pricing Model Options

### Preferred: Discount-Off Line item Method

The discount-off line item method is the preferred and most versatile option. Under this method, vendor proposes a minimum percentage discount off their published rate schedule. This method:

- Allows vendor to efficiently add and update pricing during the contract life
- Does not automatically prohibit purchases using federal grant funds
- Covers new consulting services as they enter the vendor's line item without renegotiation

"Line item Pricing" means the then-available list of products and services, in the most current listing regardless of date, that takes the form of a price schedule, price list, or other viewable format that: (1) is regularly maintained by the vendor; (2) is either published or otherwise available for review by 791COOP or a customer during the purchase process; and (3) to which the minimum discount proposed by the proposing Vendor may be applied.

Pricing update process during contract life: Vendor may update pricing by emailing a highlighted pricing change summary to [admin@791COOP.org](mailto:admin@791COOP.org) for 791COOP consideration and approval. Vendor may not increase prices more than twice per calendar year and may also request quarterly adjustments tied to the U.S. BLS Consumer Price Index (<https://www.bls.gov/cpi/>). 791COOP may deny or reduce price adjustment requests based on combined price increases and the cumulative CPI over 12 months. All pricing updates must be within the original terms of the Vendor's proposed pricing such that 791COOP may accept price increase requests as submitted at its discretion.

### Not Recommended: Markup on Cost Method

**IT IS NOT RECOMMENDED that proposers use the Markup pricing method. Many participants are not permitted to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method will limit the effectiveness of your award and will exclude your contract from federal fund usage by participants.**

If a vendor nonetheless chooses to use the markup pricing method, the vendor shall be required to provide proof of actual cost to the participant for each product or service provided to verify that the pricing markup is properly and legally applied.



## C. Escalation

Include annual price escalation not to exceed a maximum percentage. 791COOP strongly recommends anchoring escalation to a commonly known price index such as the CPI or a relevant industry publication index. If product or service components face unique market exposure, include this in your submission.

## D. Pricing Firm Period

Pricing submitted in response to this solicitation will remain firm for a period of 90 days following the proposal submission deadline. Withdrawal of proposals will not be allowed for a period of 90 days following the opening, unless approved by 791COOP in writing. Consideration may be given in cases where a Respondent can demonstrate that a clerical error resulted in pricing substantially lower than intended, provided written notice is submitted to 791COOP within 3 business days of receiving the acceptance letter.

## E. Sales Reporting

Awarded vendors must report all sales under the 791COOP agreement to 791COOP. Sales shall be reported monthly unless prior arrangements for alternative submission schedules have been made with 791COOP in writing. Vendor shall report all sales by emailing the purchase order or similar purchase documentation (with vendor name and the 791COOP Agreement number noted) to [admin@791COOP.org](mailto:admin@791COOP.org) within three (3) business days of vendor's acceptance of each order. Failure to report all sales pursuant to this provision may result in cancellation of the vendor's 791COOP contract for cause.

## VII. GENERAL INSTRUCTIONS

791COOP reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services.

### PROPOSAL FORMAT — PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED

1. Assignments of Contracts: No assignment of contract may be made without the prior written approval of 791 PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.
2. Non-Collusion: The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
3. Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract



contains either or both of the following provisions: (a) Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract; and (b) is conditioned on a best-efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

4. Indemnification: The Vendor shall protect, indemnify, and hold harmless 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses, and expenses arising out of or resulting from the actions of the Vendor, Vendor employees, or Vendor subcontractors in the preparation of the RFP and the later execution of the contract.

5. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Tax Code.

6. Insurance: The Vendor shall comply with Insurance requirements and submit copies of their insurance certificate to 791COOP and any participant using the vendor's award. See Section VIII.B for insurance minimums.

7. New Services and Disciplines: New consulting and professional services that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the pricing structure of other products and services. Vendor may replace or add service lines to an existing contract if the line is replacing or supplementing services on contract, is superior to the original offerings, is priced in a similar or more competitive manner, and/or meets the requirements of the original solicitation. No services may be added to avoid competitive procurement procedures. 791COOP may reject any additions, without cause.

8. Shipping: Shipping and delivery costs should be included in the pricing proposal or separately itemized. Pricing may include delivery at no additional cost if that is the vendor's standard business practice. Freight charges for equipment and materials shall be passed through at actual cost unless otherwise stated.

9. Price Matching: The Vendor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. Volume discounts may be extended to agencies as the volume of the program grows over time.

10. Price Floors Prohibited: The Vendor agrees to honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts off published rate schedules.

11. Price Revisions: The Vendor agrees it may revise line item pricing no more than twice per year. The Vendor may also request price adjustments quarterly based upon the U.S. BLS Consumer Price Index. 791COOP may deny or reduce price adjustments based on combined price increases and the cumulative CPI over 12 months.

12. P-Card Purchases: Vendors that have storefronts or online portals shall have a process to register an entity's purchasing cards (P-Cards) to ensure the entity is getting the contract price or the listed price, whichever is lower.

13. Ownership Changes: Vendor will notify 791COOP of any changes in ownership and will notify any entity requesting this information. Vendor may request 791COOP sign a



non-disclosure agreement regarding the ownership change until such change is complete.

14. Financial Changes: Vendor will notify 791COOP of any financial changes including changes in debt ratings. Vendor will notify 791COOP of any supplier putting credit holds upon the vendor and the reason for such hold. Vendor may request 791COOP sign a non-disclosure agreement regarding this matter.

15. Financial Disclosures: Publicly held companies shall provide the most recent SEC Financial filing. Privately held companies shall provide access to review their Financial Statements upon request by 791COOP.

16. Reference Updates: Vendor agrees to promptly update contact information for references upon request by 791COOP.

17. Felony Conviction Notice (Required in Texas): Per Texas Education Code §44.034, a person or business entity that enters into an agreement with a school district must give advance notice if the person or an owner or operator of the business entity has been convicted of a felony. The Felony Conviction Notice form is posted on 791 Coop and must be uploaded with the response. Failure to complete this form will result in a 5-business-day cure period before being deemed non-responsive.

18. References: The proposal response must contain a minimum of five (5) references from government or public sector customers (e.g., cities, counties, K–12 school districts, colleges/universities, special districts, law enforcement agencies). In addition to the entity name, include a contact name, valid email address, and phone number. See Exhibit A — Reference Sheet.

19. Vendor Certifications: Applicable D/M/WBE, HUB, and professional industry certifications may be uploaded to the Response Attachments section. Whether or not the vendor holds these certifications has no bearing on the evaluation score, but this information is collected for participant use.

20. Federal Forms and Certifications: There is a form required by Federal Regulation when federal funds are expended by a participant. Vendors must complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in 791 Coop. Vendors choosing to wait until notification of pending award will be given no more than 5 business days to complete and return.

21. Certifications of Offeror: The Certifications of Offeror signature page must be submitted and signed. Exhibits must also be completed, signed, and uploaded. If the proposer has deviations to any documents, the vendor must identify them under Exhibit C — Exceptions to Terms, Conditions, and Specifications Form, with the requested language to negotiate with 791COOP.

22. 791COOP Vendor Agreement: This agreement may be found in the RFP Attachments section on 791 Coop. If the proposer has deviations, the vendor must identify them under Exhibit C with the requested language to negotiate. Leave the 791COOP Vendor Agreement unsigned; upon agreement to negotiated terms and conditions, both parties shall sign the revised Vendor Agreement.



23. Warranty Documentation: Warranty terms, service level agreements, and product guarantee documentation should be scanned and uploaded to the Response Attachments — WARRANTY section.

## VIII. TERMS AND CONDITIONS

1. **Exclusivity:** Any award under this solicitation is not exclusive, and 791COOP reserves the right to multi-award or not award. 791COOP reserves the right to solicit the same or similar categories again for additional awards during the life of an existing agreement if 791COOP decides it is in the best interest of participants.
2. **Confidentiality of Proposal:** If you believe part of your proposal is confidential and not subject to the Public Information Act (Texas Government Code, Chapter 552), complete the Confidential Information Claim Form to make that declaration. Read it carefully.
3. **Best and Final Offer:** 791COOP, in its sole discretion, may request a Best and Final Offer from all Offerors in the competitive range. Vendors may lower prices at any time during the agreement period. Vendor's initial proposal will be deemed their final offer if no BAFO is requested by 791COOP.
4. **Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration. **IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED REQUIRED SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.**
5. **Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to 791COOP.
6. **Estimated Quantities:** Because 791COOP cannot accurately anticipate which participants will utilize the awarded agreements due to the thousands of participants and different government entity types, 791COOP makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation.
7. **Conditions of Agreement:** The terms and conditions of this solicitation shall control in the order that best serves the 791COOP participant needs; deciding the controlling order is at the sole discretion of 791COOP. The terms and conditions shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
8. **Name Brands:** If specific licensure or certification brands are referenced, other credentials of equal or similar type and standing may also be represented and will be considered. 791COOP wants pricing in a fixed price or a discount off published rate schedule, or both if applicable.
9. **Evaluation:** 791COOP will evaluate best value by rating the proposals submitted by the vendors. The point score received will be the weighted score used to determine awarded vendors. See the Evaluation Criteria in Section IV.



10. Limitation of Liability — Waiver: BY SUBMITTING A PROPOSAL, OFFEROR EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH 791 PURCHASING COOPERATIVE, CTCOG, ITS DIRECTORS, OFFICERS, TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH: (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY.

11. Reservation of Rights: 791COOP expressly reserves the right to: (a) Reject or cancel any or all proposals; (b) Waive any defect, irregularity, or informality in any proposal or solicitation procedure, provided the waiver is equally applied to all Offerors; (c) Reissue a Solicitation; (d) Consider and accept an alternate proposal when most advantageous to 791COOP and its participants; (e) Terminate the agreement for cause or for convenience with thirty (30) days written notice; (f) Procure any items or services by other means at the sole discretion of 791COOP or its participants.

12. Supplemental Agreements: The 791COOP Participant entity and the awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement. Any supplemental agreement is exclusively between the participating entity and awarded vendor. 791COOP permits participants to negotiate additional terms with the Vendor for the provision of goods or services under the Vendor's 791COOP Agreement.

13. Survival Clause: All applicable agreements, contracts, service agreements, warranties, or service level agreements entered into between Vendor and 791COOP or any participant under this Agreement shall survive the expiration or termination of this Agreement. All orders and purchase orders accepted by the Vendor prior to expiration or termination shall survive, subject to previously agreed terms.

14. Novation: If an awarded vendor sells or transfers all assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name will not change the Agreement obligations of the awarded vendor.

15. Licenses: Awarded vendor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business, including all applicable professional licenses, certifications, and credentials. 791COOP and its participants reserve the right to stop work and/or cancel the Agreement of any awarded vendor whose license(s) expire, lapse, are suspended, or terminated, subject to a 30-day cure period unless prohibited by applicable statute or regulation.

16. Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract.

## **A. Limitations of the Solicitation and Use of Awarded Agreements by Participants**



Depending on different entities' and jurisdictions' laws and regulations, participants may be prohibited from participating in one or more of the 791COOP agreements. 791COOP has no control over those legal restrictions and does not warrant that a participant entity will be able to utilize a 791COOP awarded agreement.

## **B. Insurance Requirements**

1. **Contractor's Commercial General Liability Insurance:** Contractor shall purchase and maintain insurance protecting against claims for bodily injury, death, property damage, and personal injury arising from Contractor's operations. Coverage must include: independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
2. **Contractor's Professional Liability Insurance:** Contractor shall purchase and maintain professional liability (errors and omissions) insurance covering all professional services, system design, consulting, and technical work performed under this contract. Coverage must be maintained at all times during the contract period and for a minimum of two (2) years following contract termination.
3. **Workers' Compensation and Employer's Liability:** Contractor shall comply with the Workers' Compensation Act and maintain Workers' Compensation and Employer's Liability Insurance in accordance with applicable state laws and regulations.
4. **Coverage Limits:**
  - a. **Commercial General Liability:** Combined Single Limit of \$1,000,000 per occurrence; \$2,000,000 aggregate.
  - b. **Professional Liability / Errors & Omissions:** \$1,000,000 per occurrence; \$3,000,000 aggregate.
  - c. **Workers' Compensation:** Per applicable statutes. Employer's liability per the applicable State or \$1,000,000.
  - d. **Umbrella Liability:** \$1,000,000 per occurrence in excess of all primary limits.
5. All proposals shall include a valid Certificate of Liability Insurance showing CTCOG, 791 Purchasing Cooperative, and individual 791 Purchasing Cooperative participants (if requested) as certificate holders.



## **IX. CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I have noted any exceptions to the RFP in my organization's response. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with all applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

<b>Name of Organization/Contractor(s):</b>	<b>Name of Authorized Representative:</b>
<b>Signature of Authorized Representative (REQUIRED):</b>	<b>Title of Authorized Representative:</b>
<b>Date:</b>	<b>Email Address:</b>





## EXHIBIT B — VENDOR PROFILE QUESTIONNAIRE

**Required for evaluation of proposals. Failure to complete may result in your firm's response being deemed Non-Responsive.**

Provide responses to the following questions addressing your company's operations, organization, structure, and processes for providing government consulting and professional services. Also provide a Cover Letter summarizing your response to this proposal request.

### 1. Minority/Women Business Enterprise

Vendor certifies that its firm is a M/WBE:  Yes  No

Please include any copies of SBA, HUB, MWBE, Veteran, or any other applicable certification.

### 2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder:  Yes  No

Vendor's principal place of business is in the city of \_\_\_\_\_ State of \_\_\_\_\_

### 3. Felony Conviction Notice (Required by the State of Texas)

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony (attach detailed explanation):

### 4. Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future service introductions at prices proportionate to the proposed rate schedule:  Yes  No

If No, attach a statement detailing how pricing for 791COOP participants would be calculated.

Additional discounts for purchase of a guaranteed quantity or volume commitment:  Yes  No

### 5. Government Consulting Experience

Describe the type(s) of government consulting and professional services your company has provided to public sector clients. If your company has recently entered this market by acquiring an established business or has documented prior success in this or a closely related category, provide written verification.



## 6. Processing Information

Company billing address where the invoice for the participation fee will be sent by 791COOP:

<b>Contact Person &amp; Title:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

Contact person responsible for processing and confirming all purchase orders sent by 791COOP:

<b>Contact Person &amp; Title:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

## 7. Additional Company Questions

7. Provide your company’s Dun & Bradstreet (D&B) number.
8. Define your standard terms of payment.
9. Describe your company’s relevant market and your position within it.
10. Describe the scope of sales/field support available to government entities and school districts.
11. Describe training opportunities your company makes available to school districts and government entities for system operation and end-user training.
12. Describe your Customer Service Department (hours of operation, service centers, number of technical support staff, etc.). Clarify whether service technicians are employees of your company or a network of subcontractors.
13. Describe how your company handles after-hours or emergency service and support needs.
14. Indicate your response time to urgent service or repair requests.
15. Describe your ability to provide emergency repair or replacement equipment within 24-48 hours.
16. Does your company offer a dedicated 800 number for all locations to place service requests? Is the call center available 24 hours/7 days a week?



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- 17. List the dollar sales volume your company completes in the government and education government consulting sector annually.
- 18. Is your invoice available for review online?  Yes  No
- 19. Can billing be formatted to clients' needs?  Yes  No
- 20. How do you audit and ensure the accuracy of your billing?
- 21. Is your company willing to accept a cutoff of invoices not submitted within a 90-day or 120-day period?  Yes  No

**Name of Organization/Contractor(s):**

**Signature of Authorized Representative (Required):**

**Title of Authorized Representative:**

**Date:**





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## **APPENDIX — FEDERAL FORMS AND CERTIFICATIONS**

The following standardized federal and state forms are incorporated by reference into this solicitation and must be completed, signed, and uploaded with the proposal response as directed in the 791 Coop eBid System:

- 2 CFR Part 200 Contract Provisions (use solicitation number #791202603003 on all header references)
- Antitrust Certification Statements (Texas Government Code §2155.005)
- Child Support Affidavit
- Felony Conviction Notice
- Conflict of Interest Questionnaire — Form CIQ
- Disclosure of Lobbying Activities — Standard Form LLL
- Anti-Collusion Affidavit
- Texas Education Code Chapter 22 — Contractor Certification for Contractor Employees
- CTCOG/Region 15 ESC/791COOP Proposer/Vendor Certification Forms (Terrorist Organizations, Israel Boycott, Employment Assistance Prohibited)
- Certificate of Residency
- Prohibition of Contracts with Companies Boycotting Israel
- Certificate of Interested Parties — Form 1295