



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 #791202603007

Communications Infrastructure: Shelters, Power, and Equipment Solutions

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 | 210.757.3775

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

Questions: 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."*



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 communications equipment vendor may not propose to perform unrelated 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	May 1, 2026	5:00 PM
Proposal Due Date	May 8, 2026	1:00 PM
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 with the following subject line: "RFP #791202603007 Communications Infrastructure: Shelters, Power, and Equipment Solutions — 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 August 7, 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 by 10:00 a.m., July 10, 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	Purchase Price <ul style="list-style-type: none"> • Discount-off manufacturer price list, fixed unit pricing, or line-item pricing for each communications infrastructure category • Competitiveness of pricing relative to current market rates for communications infrastructure products and services • Ability to verify that participants receive contract pricing • Not-to-exceed pricing structure and proposed pricing methodology (discount-off or fixed-fee preferred; see Section VI) • Pricing for all subcategories of communications products and services offered, including volume discounts, cooperative pricing, and maintenance agreements 	30 pts
2	Quality of Vendor’s Goods or Services <ul style="list-style-type: none"> • Manufacturer certifications, authorized dealer/reseller status, FCC licensing, and technical competency of proposed staff • Quality assurance, testing, commissioning, and validation processes for communications infrastructure projects • Compliance with applicable industry standards (FCC, TIA/EIA, ISO, NFPA) and federal, state, and local regulatory requirements • Ability to provide scalable communications solutions adaptable to diverse public sector environments and organizational sizes 	20 pts



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



	<ul style="list-style-type: none"> • Federal funds may be utilized by CTCOG or 791COOP participant entities during the life of this contract • Residency is a prohibited criterion under federal regulation and has therefore been assigned 0 points • Whether vendor has its principal place of business in Texas, or employs at least 500 persons in Texas, is noted but not scored 	
9	<p>Impact on Historically Underutilized Businesses and DBEs</p> <ul style="list-style-type: none"> • No Texas laws apply to this specific procurement type, but federal funds are anticipated; proposer should agree to abide by 49 CFR Part 26 • 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 • 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 	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 #791202603007 — Communications Infrastructure: Shelters, Power, and Equipment Solutions

This solicitation seeks qualified providers for Communications Infrastructure: Shelters, Power, and Equipment Solutions, including related technology products, installation, maintenance, repairs, certifications, inspections, and any other services related to the categories described below. It is the intention of CTCOG to establish a contract with one or more awarded vendor(s) to perform covered services under the terms of this agreement.

Offerors may elect to limit their proposals to a single service within any category or submit proposals for multiple services across any or all categories. 791 Coop is seeking service providers that have the depth, breadth, and quality of resources necessary to complete all phases of this contract. In addition, 791 Coop requests any value-add commodity or service that could be provided under this contract. While this solicitation specifically covers the categories listed below, Offerors are encouraged to submit an offering on all products or services available that they currently perform in their normal course of business.

A. Intent

The 791 Purchasing Cooperative invites qualified firms, manufacturers, authorized dealers, and system integrators to respond to this Request for Proposals (RFP) to provide Communications Infrastructure: Shelters, Power, and Equipment Solutions. 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 communications systems, equipment, shelter products, and related services through a single, legally compliant cooperative vehicle.

B. Eligible Offerings

Proposers are encouraged to include the full breadth of communications infrastructure products and 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 maintenance contracts, certifications, inspections, assessments, or any other products and services that fall within the general scope of Communications Infrastructure: Shelters, Power, and Equipment Solutions.



C. Scope Clarification

This solicitation covers communications systems, equipment, shelter products, and related professional services including design, engineering, installation, integration, testing, certification, training, and ongoing maintenance. On-site installation, construction of shelter foundations, tower erection, and related site work performed under an awarded agreement are within scope and shall comply with all applicable building codes, permitting requirements, and regulatory standards.

D. Communications Infrastructure Categories

Vendors may propose products and services across one or more of the following categories. Respondents shall list all categories along with the manufacturer(s) for which they are responding. This list is representative and not exhaustive; proposers are encouraged to include all relevant offerings within their area of expertise.

1. Communications Systems

- a. Radio Communications and Emergency Response Equipment, including but not limited to mobile and portable radios, base stations, trunking systems, dispatch consoles, mobile data systems and subscribers, mobile computing devices, broadband wireless mesh infrastructure and subscribers, video and biometrics, radio infrastructure (towers, shelters, UPS systems, and generators), LTE equipment and services, Next Generation 911 equipment and services, intelligent LED policing, real-time video solutions, CAD and records management, integrated command and control equipment, system integration services, emergency trailers, command vehicles, project management, system engineering, system technologists, training, advanced services, video and network management.
- b. Alarm and Warning Systems and Sirens.
- c. Integrated voice, data, and video communication systems.
- d. Radio and satellite communication solutions.
- e. Wireless and fiber-optic communication modules.
- f. Network management and control systems.

2. Equipment

- a. Routers, switches, and modems tailored for communications networks.
- b. Signal boosters, antennas, and related peripherals.
- c. Security and monitoring devices (e.g., access control systems, surveillance cameras).
- d. Backup power systems and environmental monitoring equipment.

3. Shelter Products

- a. Permanent or portable communications shelters.
- b. Climate-controlled enclosures designed for harsh environmental conditions.
- c. Security-enhanced structures with integrated cable management.
- d. Customizable layouts to accommodate specific equipment requirements.

e. Power systems including but not limited to generators, solar panels, back up generators, connections to electrical systems.

4. Additional Technology Products and Services

- a. Technology software, cloud services, management services, and other related services.
- b. Hardware, servers, switches, routers, and network equipment.

Proposals should include all listings of product names, manufacturers, quantities, pricing, warranties, description of services, and any other related information.

E. Installation and Implementation

Site Survey and Assessment

1. Conduct detailed site surveys to evaluate current infrastructure, environmental conditions, and installation requirements.
2. Develop a comprehensive installation plan addressing optimal placement, integration with existing systems, and potential challenges.

Installation Services

1. Supply and install all communications equipment and shelter components.
2. Ensure proper mounting, cabling, grounding, and integration of systems.
3. Coordinate with local authorities for necessary permits and compliance with applicable regulations.

Integration and Configuration

1. Integrate new systems with existing network infrastructure.
2. Configure communications equipment for optimal performance and interoperability.
3. Implement security protocols and network management settings.

F. Testing, Certification, and Documentation

Testing and Certification

1. Perform rigorous system tests (e.g., functionality, performance, environmental resilience) on both communications systems and shelter installations.
2. Certify that all installations comply with applicable industry standards and regulatory requirements (e.g., FCC, TIA/EIA, ISO, NFPA).
3. Ensure all network components are compatible with existing systems and future upgrades.

Documentation

1. Provide complete as-built documentation, system diagrams, configuration records, and user manuals upon project completion.
2. Deliver training materials and conduct end-user training as specified in the awarded scope.

G. 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 communications infrastructure products and 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 approach to communications infrastructure projects, including site assessment, system design, installation methodology, integration and testing processes, and quality assurance procedures.
- e. Describe the extent of the Contracting Entity's staff involvement in the project, including key decision points at each stage.

H. Additional Services

Bidder should list in an Excel spreadsheet or other attachment all related communications products and services, equipment pricing, labor 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 #791202603007 Communications Infrastructure: Shelters, Power, and Equipment Solutions. Some local governments and school districts may utilize all product and service categories; some may choose to engage services on an a la carte basis for specific equipment, shelter, or installation needs.

2. Overview

The program involves communications infrastructure products and 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 purchase 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 Product/Service Information

- f. Responses shall be clearly labeled with the item number.
- g. Proper evaluation requires information about the bidding company and its products and 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.

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 projects 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 product or 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, FCC license, or certification number.

7. Product Warranty and Service Guarantee

All products furnished under this agreement shall carry the manufacturer's standard warranty at minimum. Offerors are encouraged to propose extended warranty options. Installation workmanship shall be warranted for a minimum of one (1) year from the date of substantial completion. If products are defective, installations are non-conforming, or services fail to meet the agreed scope of work, the vendor must correct or replace the work within ten (10) business days at no additional cost. All warranty terms shall be clearly identified in the proposal.

VI. PRICING FORMAT

A. Pricing for Line Items

Proposers are requested to submit proposals for offering their complete and total line of available communications infrastructure products and 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 communications products or 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 products and 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 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 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 communications infrastructure products and 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, engineering, integration, 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.

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



EXHIBIT A — REFERENCE SHEET

Provide a minimum of five (5) references from government or public sector entities (cities, counties, K–12 school districts, colleges/universities, special districts, law enforcement agencies, etc.). A valid email address is required for each reference.

Entity Name	City and State	Contact Person	Email (REQUIRED)	Phone
Name of Organization/Contractor(s):				
Signature of Authorized Representative (Required):				
Title of Authorized Representative:				
Date:				



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 communications infrastructure products and 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. Communications Infrastructure Experience

Describe the type(s) of communications infrastructure products and 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:

Contact Person & Title:	
Company:	
Address:	
City, State, Zip:	
Phone / Fax:	
Email:	

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

Contact Person & Title:	
Address:	
City, State, Zip:	
Phone / Fax:	
Email:	

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?



17. List the dollar sales volume your company completes in the government and education communications infrastructure 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:



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 #791202603007 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