

**PROCUREMENT SOLICITATION DOCUMENT  
REQUEST FOR PROPOSALS (RFP)**

**791COOP**

**A Cooperative Purchasing Program available for membership by Government and  
Other Entities in all fifty states.**

**AND**

**Lead Agency:**

**REGION 15 EDUCATION SERVICE CENTER**

**RFP #2020-07-026 Government Consulting Services**

**PART 2 is the Job Order Contract Section of this combination solicitation**

**Issued: July 29, 2020**

**Submission Deadline: August 18, 2020 by 2 p.m.**

**Region 15 Education Service Center**

**ATTN: 791COOP**

**C/O: Ms. Charity Vasquez**

**612 South Irene Street**

**San Angelo, TX 76903**

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

**The solicitation documents may be found at <https://791COOP.ionwave.net>**

If a problem is encountered accessing the solicitation, please contact 791COOP at the address or phone listed above for help.

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

**This Solicitation is a Request for Proposals as permitted in the Texas Education Code Section 44.031**

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Proposals, RFP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the Texas Education Code Section 44.031".

## **I. ABOUT 791COOP (791COOP)**

**A.** It is the purpose of this SOLICITATION to establish awarded Contractor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance Contractors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- 791COOP reserves the right to award multiple Contractors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute 791COOP membership 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 Contractor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is 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” Contractors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all 791COOP Awarded Agreements.

### **C. Customer Service**

- 791COOP staff is available to members for assistance in viewing/contacting awarded Contractors 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 Contractors 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 piggy-back by other government entities anywhere in the United States, subject to each entity's jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Contractor or Contractor assigned dealer. Purchase orders or equivalent are usually sent to the 791COOP offices where they are reviewed by the 791COOP staff and forwarded to the Contractor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the Contractor and report the purchase to 791COOP.
- **NOTE: It is always the Contractor's responsibility under the 791COOP agreements to report all sales under the agreement to 791COOP.**
- Contractors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Contractor receives payment directly from the participating member agency.

## **E. Notice of Confidentiality of Proposed Information**

The proposal submitted and all information therein is available to 791COOP members. Also, according to the Texas Public Information Act, any documents or information held by 791COOP "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION CLAIM FORM." INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF REGION 15 EDUCATION SERVICE CENTER AND 791COOP IS GOVERNED BY **TEXAS GOVERNMENT CODE, CHAPTER 552**" The CONFIDENTIAL INFORMATION CLAIM FORM that completed by the proposer designating specified pages as confidential or waives confidentiality of the entire proposal. The information that is requested remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Contractor's response.

## 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 ESC REGION 15, 791COOP AND 791COOP MEMBER ENTITIES OR FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. BECAUSE MEMBER ENTITIES PIGGYBACKING UPON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR DISCRETION AND TIMING, ANY SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC VOLUME OF PURCHASES IS GUARANTEED BY 791COOP.

Below is summary of the important RFP deadlines and submittal instructions. More detailed information is provided in the following pages of this RFP:

1. Responses are **due Tuesday August 18, 2020 by 2:00 pm central time.**
2. Questions regarding this RFP will be accepted until 5:00 pm central time on August 10, 2020.
3. Responses are requested to be uploaded into IonWave, an online system used by 791COOP to collect and organize proposals at: (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>). Paper proposals may still be submitted to:

Region 15 Education Service Center  
ATTN: 791COOP  
C/O: Ms. Charity Vasquez  
612 South Irene Street  
San Angelo, TX 76903

4. Contractors must review the following sections of the RFP:
  - I. **ABOUT 791COOP (791COOP)** beginning on page 2.
  - II. **SUMMARY OF RFP INSTRUCTIONS** begins on Page 4.
  - III. **GENERAL INFORMATION** Scope of work begins on page 6.
  - IV. **EVALUATION CRITERIA** of the RFP beginning on Page 9.
  - V. **SPECIFICATIONS** of the RFP beginning on Page 11.
  - VI. **PRICING FORMAT** beginning on Page 16
  - VII. **GENERAL INSTRUCTIONS** beginning on Page 22.
  - VIII. **TERMS AND CONDITIONS** begins on Page 27.
  - IX. **CERTIFICATIONS OF OFFEROR** beginning on Page 31

**EXHIBIT A. REFERENCE SHEET:** required and the EXHIBIT is on Page 32.

**EXHIBIT B. CONTRACTOR PROFILE QUESTIONNAIRE:** required and this EXHIBIT begins on Page 33.

**EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM:** required for negotiating terms and conditions is on Page 35.

**EXHIBIT D. SAMPLE CONSULTING FEES FORM:** Hourly Fee Schedule and is on Page 37.

**EXHIBIT E. CATALOG DISCOUNT PRICE FORM:** Cost Schedule and is page 38.

**EXHIBIT F. MARKUP PRICING FORM:** Cost Schedule and is page 39.

**(Fees and Costs are required).**

5. All Proposers must download and review the Contractor Agreement from IonWave.
  - a) If Proposer accepts the terms and conditions as defined in the Contractor Agreement, you should submit a statement on **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with your response stating you have no deviations or suggested changes to the Contractor Agreement.
  - b) If Proposer would like to suggest language changes to the Contractor Agreement, Proposer must complete the **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Contractor Agreement with their proposal into IonWave.
6. Deviations to any Terms, Conditions and/or Specifications, the Proposer must complete the **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Contractor Agreement with their proposal into IonWave.
7. Proposer must answer all questions contained in the **EXHIBIT B. CONTRACTOR PROFILE QUESTIONNAIRE** of this RFP and upload to IonWave e-bid system
8. Proposer must complete all forms and certifications that are provided as a part of this RFP. All certification forms must be downloaded from IonWave. The exception to this is the Forms listed in IonWave as **Required forms Combined Rev1**. This is to be completed upon notification the proposal is being evaluated for possible award.
9. Proposer must complete all forms identified as mandatory and contained in IonWave.
10. Electronically sealed proposals are the preferred and most accurate method and are highly encouraged through our online procurement software, IonWave.
11. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. IonWave permits you to withdraw and resubmit your proposal.
12. If an addendum is posted, you are required to login to the IonWave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas.
13. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. 791COOP reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the 791COOP members and to waive any informality in the proposal process.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by 791COOP.
15. Addenda, if required, will be issued by 791COOP by email to the proposer's designated contact to all those Contractors known to have reviewed the SOLICITATION documents through our electronic bidding software, IonWave.

**PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

**Definition: The proposer responding to this RFP may be referred to as, proposer, vendor, responder, respondent, Contractor, company, firm or other similar moniker.**

### III. GENERAL INFORMATION

#### A. The financing of 791COOP and Lead Agency Region 15 Education Service Center.

1. Participation Fees: Contractor agrees to pay 791 PURCHASING COOPERATIVE agrees to pay two-tiered participation fee, 1% Sales Admin Fee OR 10% Gross Admin Fee.

a) The first fee is a **1.0%** percent annual participation fee for all Agreement sales to 791 PURCHASING COOPERATIVE Members utilizing a 791 PURCHASING COOPERATIVE awarded contract. The participation fee will be the total dollars derived from **1.0 %** of total sales volume through this program to 791 PURCHASING COOPERATIVE members. The participation fee will be included in quotes and invoices between the awarded Contractor and a 791 PURCHASING COOPERATIVE Members.

OR

b) The second fee is a 10.0% percent annual participation fee for any revenue savings received by the Contractor or from the "Gross fee" received by the Contractor from a third party on sales to 791 PURCHASING COOPERATIVE Members utilizing their 791 PURCHASING COOPERATIVE awarded contract.

i. An example is an awarded Contractor assisting 791 PURCHASING COOPERATIVE members in negotiating Health Care Benefit packages. Another example is for an awarded Contractor assisting 791 PURCHASING COOPERATIVE members in negotiating rates for financial services such as tax-exempt lease purchase agreements or insurance benefits. These types of Contractors often "broker" the deal and are compensated by a third party. These Contractors are typically registered brokers or certified brokers. The **10.0%** fee would apply to this amount.

ii. A second example is whereby a Contractor negotiates a savings for 791 PURCHASING COOPERATIVE members and the Contractor is paid a percentage of savings by a third party or 791 PURCHASING COOPERATIVE members. The **10.0%** fee would apply to this amount.

iii. A third example is whereby an awarded Contractor converts 791 PURCHASING COOPERATIVE members' business processes thereby generating rebates back to the member and to the awarded Contractor. The **10.0%** fee would apply to this amount.

c) The 791 PURCHASING COOPERATIVE participation fee will not be a provided as a separate line item to the 791 PURCHASING COOPERATIVE Member. Contractor will remit the participation fee to 791 PURCHASING COOPERATIVE within thirty (30) business days of receipt of the payment for Purchases made under this agreement, which includes the annual participation fee, from the 791 PURCHASING COOPERATIVE Member. Failure to pay the participation fee will result in termination of Agreement and 791 PURCHASING COOPERATIVE reserves the right to take any action under the law or equity for any breach of contract.

d) Prior to delivering a quote to a 791 PURCHASING COOPERATIVE Member, the awarded Contractor(s) will calculate the administrative fee for 791 PURCHASING COOPERATIVE to be included in the quote.

2. **Participation Fee:** 791COOP establishes a fee for each solicitation for proposals that is in the best interest of 791COOP and its members.
3. **Sales Reporting Procedures for Contractor:** Contractor will report any sale under this contract that is made to a 791 PURCHASING COOPERATIVE Member with Contractor on a monthly basis. Thus, any order entered in a particular month shall report with thirty (30) business days of the 791 PURCHASING COOPERATIVE Member issuing a Purchase Order or otherwise purchasing from the Contractor under this contract.

## B. Additional Information

1. **Term of Agreement and Renewals:** The initial term of this agreement is for two (2) years. Awarded agreements may be extended for three (3) additional consecutive one (1) year terms. The first one (1) year extension is automatic unless either party exercises its right to termination as provided in the Contractor Agreement. The second and third one (1) year term extension may be executed with the agreement of both parties.
2. **Termination for Cause:** 791COOP or the awarded Contractor may terminate an award under this solicitation for cause. Either Party must provide the other Party with 30 days written notice to respond to the notice at the address provided in the response or as otherwise provided. Bankruptcy is cause for terminating this agreement. The Awarded Contractor shall provide 791COOP with 90 days written notice in order to protect the interests of the 791COOP members that may be in negotiation.
3. **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 members.**
4. **Contractor Questions:** Questions about this solicitation shall be submitted to [admin@791COOP.org](mailto:admin@791COOP.org) with the following in the subject line: “RFP #2020-07-026 Government Consulting Services contractor question.” Questions of a ministerial nature will be answered as a Q & A without an addendum (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by 791COOP will be addressed by properly posted addendum at:

<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>

**QUESTIONS WILL BE RECEIVED UNTIL August 10, 2020 AT 5:00 PM Local Time.**

5. **Pre-Bid Meeting:** NO Pre-Bid Meeting Scheduled. A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [admin@791COOP.org](mailto:admin@791COOP.org) by 10 a.m., August 7, 2020. If a Pre-Bid meeting is scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties. If requested, 791COOP reserves the right to determine if a Pre-Bid Meeting is held.

**6. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:**

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>July 29, 2020</b>
<b>Pre-Proposal Conference</b>	<b>None Scheduled</b>
<b>Inquiry Period Ends</b>	<b>August 10, 2020 at 5:00 pm (CDT)</b>
<b>Proposal Due Date</b>	<b>August 18, 2020 by 2:00pm (CDT)</b>
<b>Anticipated Award</b>	<b>September 15, 2020*</b>

**\*This date may be later or earlier, depending upon the number of proposals received.**

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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 jurisdictions of the governmental entities.

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## **IV. PROPOSAL SCORING AND EVALUATION**

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the Region 15 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 15 ESC Board of Directors. 791COOP will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and weighted points in each area 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 the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. 791COOP shall reserve the right to reject any or all proposals or any part of any proposal.

The following evaluation criteria are mandated for consideration by *Texas Education Code §44.031 (b)*.

1. Purchase Price: **(20) point weight**. Per prices quoted as related to information within the request for proposals and the discount off MSRP or other published list pricing or stated prices of goods.
2. The reputation of the Contractor and of the Contractor's goods or services; **(5) point weight**. References and 791COOP staff knowledge and any other available information known to 791COOP may be used to score this criterion.
3. The quality of the Contractor's goods or services; **(30) point weight**. Proposal response and 791COOP staff knowledge and any other available information known or available through the RFP or otherwise to 791COOP may be used to score this criterion.
4. The total long-term cost to 791COOP and its members to acquire the Contractor's goods or services; **(5) point weight**.
5. Extent to which the Goods or Services meet the Needs: **(30) point weight**. 791COOP evaluators will determine if the proposal provides value to 791COOP members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation.
6. Contractor's Past Relationship: **(0) point weight** –New Contract and no past relationships.
7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses: **(0) point weight** – There are no Texas laws that apply to this procurement but since federal funds are anticipated to be utilized during the life of this contract, the proposer should agree to abide by the federal regulations in the forms contained in this SOLICITATION document related to underutilized businesses in its subcontracting practices. This factor has been considered and due to the foregoing, no points will be assigned. NOTE: Failure to agree to comply with the federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience: (10) point weight** - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years =8 points; >5 years = 10 points.

9. Residency: **(0) point weight** –for a contract for goods and services, *other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials*, whether the Contractor or the Contractor's ultimate parent company or majority owner:

(A) has its principal place of business in this state; or

(B) employs at least 500 persons in this state

Federal funds may be utilized by ESC Region 15 or 791COOP member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a **weight of 0 points**.

**PROPOSERS FALLING BELOW A 70-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.**

## V. SPECIFICATIONS

It is the intention of 791COOP to establish an agreement to furnish and/or deliver all goods and services provided by awarded Contractors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts related to **Government Consulting Services**.

This solicitation is seeking providers for: Consulting Services of all types appropriate for governmental and educational entities. The consulting services must be services paid by the 791 COOP Members. Consultants paid directly by a third party solicited by the Consultant are not eligible because a conflict of interest exists. Consulting includes, **BUT IS NOT LIMITED TO**, training of all types, professional development, assisting the 791 COOP Members with research or advice on a process or project, staff development, etc.

### Special Notes:

- Technology consulting is appropriate relating to the assessment or design of systems, but NOT if it includes the actual sale of or installation of technology equipment or software sold by or represented by the consultant.
- However, if the Software or product is included in the initial engagement quote and fee or the consultant is not paid by the local government, then this is permitted . The Consultant must disclose the source of payments received by the consultant from the company providing the product. Furthermore, the local government receiving the software or products must acknowledge this disclosure in writing.
- Energy usage management consulting is appropriate, but NOT if it includes selling energy from the Contractor to the local government. That is a separate commodity contract.
- Insurance consulting is appropriate, but NOT if it includes the sales of insurance products or recommending the purchase of products sold by or represented by the consultant.

## A. DESCRIPTION

Contract shall be for all Labor Costs, and other incidental technology and materials used with **Government Consulting Services** to perform the contracted project. Proposers must include items that are not included in their projects in their response to this Request for Proposal. Software and products that are to be included in performing the project should be disclosed their response to the Request for Proposal.

791COOP is soliciting high quality Contractors for with various experiences performing **Government Consulting Services**. Contractor should be able to diagnose what problems and provide solutions.

## B. SCOPE OF WORK

**Intent:** 791COOP from here forward referred to as the Contracting Entity now desires to invite Contractors to respond to the Request for Proposals.

1. The purpose of this proposal is to add value in cooperative purchasing for the members of The 791COOP. This proposal is **Government Consulting Services** for the Cooperative members. The following general outlines are brief overviews of the various Services requested.

2. Proposers are encouraged to submit any other products and/or services they perform on a regular basis. This could include a wide myriad of consultants providing services to Public Schools, Local Governments, Higher Education Entities, Water Districts, Transportation Districts, Electric Cooperatives and other participating entities.
3. This proposal is for **Government Consulting Services and what is included in their service offerings.**
4. This may include may include Information Technology which could include: Implementation Services or Consulting to identify the best Technology Solution to resolve a specific problem or other IT Consulting.
5. This may include Human Resource Consulting, which may include Compensation Studies, Workplace Diversity Training, Sexual Harassment, "Health" Insurance Brokers, Performance Management and many others.
6. Other types of consultants are:
  - a) Finance (Municipal Lease Purchase Agreements);
  - b) Grant Writing;
  - c) Cost Cutting and Efficiency;
  - d) Business Process Re-engineering;
  - e) Information Technology Implementations;
  - f) Information Technology Streaming the computer operations'
  - g) Human Resources Compensation;
  - h) Human Resource;
  - i) Workplace Diversity Training;
  - j) Professional Development Training;
  - k) Personnel Policies;
  - l) Insurance Services;
  - m) Procurement Consulting;
  - n) Materials Management Consulting;
  - o) Energy Consulting (including Energy Brokers);
  - p) Municipal Policy Development and Planning;
  - q) Waste Management Planning;
  - r) Transportation Planning;
  - s) Traffic Planning;
  - t) Facility Master Planning;
  - u) Long Range Planning;
  - v) Transportation and Routing;
  - w) Election Planning;
  - x) Park and Recreation Planning;

- y) Public Safety Needs Consulting;
  - z) Crisis Management;
  - aa) Public Relations Consulting;
  - bb) Marketing Consulting;
  - cc) Jail Population Consulting;
  - dd) Communications;
  - ee) Telecommunications;
  - ff) E-Rate; Security
  - gg) Threat Analysis;
  - hh) Audio Visual;
  - ii) Safety and Threat Assessment;
  - jj) All types of Education Consulting;
  - kk) Horticulture Services;
  - ll) Ground Maintenance and Operations;
  - mm) Building Maintenance and Operations;
  - nn) Building Operations Sustainability (Green Building Operations);
  - oo) Road Maintenance Assessment;
  - pp) Facility Maintenance Consulting;
  - qq) Environmental or Hazardous Waste Management; and
  - rr) **Any other type of consulting that benefits State and Governments, Higher Education Institutions and non-profits.**
7. **Consulting Services:** Includes all consulting for public sector excluding professional services as defined by TEXAS Gov't Code Ch 2254 "Professional services" means services: (A) within the scope of the practice, as defined by state law, of: (i) accounting; (ii) architecture; (iii) landscape architecture; (iv) land surveying;(v) medicine;(vi) optometry;(vii) professional engineering;(viii) real estate appraising; or(ix) professional nursing.
- i. Contractors may propose these items in Section 7, only to be used exclusively for Federal Government Grant funds in accordance with the Grant.
8. **Proposers** are encouraged to submit any other products and/or services they perform on a regular basis a part of an engagement or project. This could include fire arms training or products that do not cost the member anything.
5. The Contractor will invoice the number of labor hours or for progress payments if the project is done as a lump sum and not a unit price for labor. This incidental travel to the job site and the materials to perform the project. There is not markup or pass through.
6. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. 791COOP is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, 791COOP also requests any value add commodity or service that could be provided under this contract.

7. Awarded Contractor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing for their services. Additional information on pricing will be covered in Section: VI. **Pricing Formats** beginning on Page 16.

### C. ADDITIONAL SCOPE:

The contract term will be for three (3) year with two (2) one (1) term renewals. Renewal will be based upon the evaluation of each contractor prior to the ending initial contract. 791COOP reserves the right to award this contract in a manner that it believes best meets the needs of its members and participating agencies. It may be awarded to one contractor or multiple contractors or it may reject all bids as it deems appropriate.

1. **Interested Contractors** shall submit an RFP responding to portions of the RFP that it can qualify and perform the work and desires to perform the work. Identify each response with the appropriate letter/numerical designation and respond to all items in the order given. You may provide company brochures or other types of marketing materials in response to any item, limiting them to no more than 10 pages. This information must provide value to the evaluation of the products and services your organization provides.
  - a) Cover sheet, indicating the name of your company and the project title.
  - b) Organization information, describe you company’s professional focus and the complete range of services being offered for the project. Furthermore, each Contractor must provide a list of any subcontractors who will be utilized to meet the terms of the proposal. All Contractors must review and comply with each Contracting Entity’s ethics code.
  - c) Submit a statement why your company is best qualified for this project.
2. **Sample Project Approach:**
  - a) Provide a milestone project schedule for the selection of approaches, to the design, and to the implementation of the “Fictional Consulting project.” If this is considered proprietary, please follow the steps outlined in this RFP and complete the Confidential Information Claim.
  - b) Describe the extent of the Contracting Entity’s staff involvement in the project, including key decision points at each stage.
3. For the purpose of this RFP the terms Consultant, Contractor, Vendor, Offeror, and Proposer are used interchangeable but they all refer to the same party that is responding the RFP and desires to obtain a contract award with 791COOP and Region 15 ESC.

### D. ADDITIONAL REQUIRED:

Bidder should list in (preferably) an excel spreadsheet or other attachment of all related supplies, equipment, services, software, installation, repair, maintenance, and hourly or other unit priced fees according to category offered on this contract. Offering must be related to this category. **No inappropriate offerings will be considered.** The Contractor’s proposal should list offerings to be considered as part of the category of Government Consulting Services that can be provided by the Contractor.

1. **BACKGROUND:** The Local Participating Entity using this contract may utilize this contract for The various Consulting services listed in this RFP and for Consulting Services not listed but by their nature can be included in this proposal. The provider must furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the scope of work/specifications incorporated in this contract. The Provider may request a “modest” amount of space and/or equipment

while working onsite with the member. The consultant may only use this space or equipment while performing services for the 791COOP member

**2. Bidder's Company and Product Information**

- a) Responses shall be clearly labeled with the item number.
  - b) Proper evaluation of bidders requires information about the bidding company and their products.
  - c) Public Companies must provide their most recent yearly report to stockholders.
  - d) Private Companies must answer the questions below.
  - e) Provide a brief history of your company that includes the type of business and its philosophy of doing business. If the bidder has recently purchased an established business, or has proof of prior success in this business, or a closely related business, please provide written verification.
  - f) Indicate the location of the headquarters of the company. List any branch offices in the state of any 791COOP participating Entity. Provide the name, title, qualifications and experience of the employee, that will coordinate the work and be the general contact for this contract.
  - g) For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures").
3. Gaps sometimes exist between management (those who respond to RFP's) and sales staff (those who contact the local governments and public educational institutions) that result in problems. Please provide the Names your key sales people, phone numbers and states for which they are responsible.
4. Provide the name of the subcontractor, business name, address, telephone (voice and fax).
5. To monitor and guarantee the quality of the work being performed by subcontractors, the Consultant must monitor and examine each project from start to finish. Describe in writing how you will meet this requirement and provide the names and a qualifications brief of each inspector.

## **VI. PRICING FORMATS**

The 791COOP (791COOP) and Lead Agency – Region 15 Education Service Center request pricing to assist in the evaluation of proposal responses for possible awards for Government Consulting Services. To analyze these costs it is important to understand that the Consulting firms and Contractors price services in varying methods and/or price lists. For a Contractor to be considered compliant in responding to the Request for Proposal, the Contractor must include a pricing mechanism with their proposal submittal. 791COOP prefers the pricing be electronic along with the proposal response to be submitted electronically. Instructions for sealed paper responses to be submitted are on the front page of this RFP.

Contractor shall perform and provide these services and service related products under the terms of this agreement. The Contractor shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories. Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area. Contractors should submit all items and goods related to supplying security system products and services. Bidder should submit all applicable services for all types of security system products and services.

***(Note: 791COOP must be able to verify customer quotes when requested by the 791COOP Participants from the pricing submitted from this Contractor proposal.***

1. As discussed at the beginning of this sub-section, 791COOP leaves it to the proposer to determine what goods or services they perform that would serve this function. The proposer may list or include anything applicable. This includes the various Consulting positions listed in **Section V. SPECIFICATIONS** beginning on **page 11 of this RFP** and their related services. Contractor should submit specific Worker Skill Sets (Consultants) listed in this RFP and other related skills listed. Response submittals will be evaluated by 791COOP.
2. A common method of determining costs is a **Line Item Cost** List. This can be in a catalog that is updated a few times a year. Another is a fixed cost which could represent specific products or services.
3. **REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY SERVICES:** When proposing a Line Item pricing model, 791COOP will allow replacement services to the original list. Contractor may replace it with an item of like kind and quality.
4. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. 791COOP is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, 791COOP also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.
5. Contractor shall perform and provide these products and/or services under the terms of this agreement. The Contractor shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories. Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area. Contractors should submit all items and goods related to supplying security system products and services. Bidder should submit all applicable services for all types of security system products and services.
6. **No inappropriate offerings will be considered.**



7. The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by 791COOP participating members.
8. Proposal should list offerings to be considered for **Government Consulting Services** to be provided by the Contractor. **Government Consulting Services** or any related service to support local governments, public schools, Higher Education Institutions, Transportation Agencies, Water Districts, non-profits and any other state and local government agency may be included in this proposal.
9. Bidder should list all related services, travel, lodging, per diem, and hourly fees or other defined and specified unit cost according to category offered on this contract. Contractors desiring to perform Government Consulting Services to 791COOP member entities, potential members and other Governments by responding to: **RFP #2020-07-026 Government Consulting Services**, advertised and posted on:  
  
<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>
10. **Shipping Cost: This should not apply for Consulting Services.**

#### **A. Labor Rates (Fee for Service)**

1. A common method of determining costs is a **Line Item Cost List**. Costs for Labor intensive contracts (like consulting) is to use the **Hourly Rates** in a Line item List of types of Consultants performing a variety of tasks for Public Schools and Local Governments. Typically, the Consultant shall propose a baseline hourly rate for different positions reflecting their type's duties and depending upon the engagement of services being performed by a consultant.  
  
**For Illustration Purposes Only.**
2. An example of this fee structure is when a Government Consultant helps purchase and implement a new technology product or system for a government entity.
3. Another example of this fee structure is when a Government Consultant is engaged to analyze positions for a compensation study of the employees of the government entity.
4. A third example of this fee structure could involve Business Process Reengineering to change the operation of the organization to improve efficiency, improve effectiveness or perhaps to reduce cost (or all three and other objectives).
5. This is a very common method of contracting for consulting and paying for the costs.
6. Typically a **Project Scope of Work** has to be developed based upon the needs of the local government. Either Local government or the Consultant may develop a **Project Scope Of Work** for the Contractor to perform for the local government. Once the scope of work is created the Consultant determines the types of workers need and the amount of hours for each worker necessary to complete the project.
7. The Consultant uses his Hourly Rates to calculate the cost estimate. Both Parties much agree upon the number of hours and required skills needed to perform the project. The Hourly Rates are taken directly from the rates that are submitted in response to this Request for Proposal. Fee is determined based upon the number of hours for each type of position needed to accomplish the project and multiplied by the awarded Hourly Contract Rate.
8. **REPLACEMENT OF DISCONTINUED LINE ITEM (SERVICES):** When proposing a Line Item pricing model - 791COOP will allow the addition of new services and the replacement services to the original list while ensuring the pricing is reflective of the original awarded pricing submitted.

9. An example of a pricing format for the Labor rate is **EXHIBIT D. SAMPLE CONSULTING FEES FORM** on page 36.
10. The payment for this may be made as progress payments upon acceptance of the government entity or it may be paid upon final acceptance, whichever method was awarded in the agreement.

## **B. Packaged Pricing**

1. This represents Consulting Firms charging a fee determined on the amount of time the Consultant needs for performing a task. Consultants may determine the price multiplier by a known variable. For example Consultants will charge a fee based upon the number of Students in a school district, number of Employees working for a local government, or any other type of multiplier.
2. For Example, “theoretically” a Consultant may charge \$50 per employee to perform a compensation study. Thus for 1500 employees at a cost of \$50 per employee, the Consultant could charge \$75,000.
3. Another example would be for an Educational Curriculum Consulting team developing a new or perhaps implementing a new curriculum for a set group of students (like Elementary Students). The fee for the package consulting project might be \$50 per student for 5000 students or total \$250,000 over several years.

## **C. Cost Savings or Rebates Sharing (No Direct Fees Paid to Consultant)**

1. A Consultant may propose to do a project for no direct cost to local government and provide savings for the local government. These methods are used when there isn’t funding to pursue a project.

### **Examples are For Illustration Purposes Only:**

- a) Analyzing telephone bills for a government entity and the parties agree that the upon finding evidence of “over-payments” the consultant shall collect any “overpayments”, keep a predetermined percentage or fixed amount, and remit the remaining over-payments to the Government entity.
  - b) Another example is an insurance consultant or Insurance broker will assist a local government obtain various types of Insurance (typically health related insurance) and the consultant is paid by the Insurance Provider that is selected and approved by the government entity.
  - c) A third example is where an Energy consultant or Energy Broker will assist a local government obtaining various types of Energy in deregulated markets for Government entities. The Energy Consultant is paid by the Insurance Provider that is selected and approved by the government entity.
2. Another example is when a Consultant proposes to save money or generate rebates for the Government Entity. The Consultant negotiates a portion of the shared savings or rebates.

### **Examples are For Illustration Purposes Only:**

- a) In Texas schools are exempt from paying state gasoline taxes typically paid for at the pump. However, many schools use “fuel cards” to pay for gasoline. Often the fuel card cannot separate the state tax on gallons of gasoline from the total cost of the gasoline. A consultant might review purchases and file with the appropriate state agency for a refund of these state gasoline taxes.
- b) Government entities they might be overpaying for software licensing. Schools in particular can obtain Education Licensing rates by going directly to the company and ensuring the correct licensing agreement is extended to the reseller who the school district is paying the fees.

- c) Consultants might have a proprietary methodology of maximizing rebates paid back to the Government entity, while the Government entity continues using the same vendors.

## D. Pricing for Catalog Line Items

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered. 4. If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product description of services and any other related information.

1. The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding Contractors that may be included as part of the proposing Contractor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.
2. Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the Contractor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.
3. Definition of "catalog:" "Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract that takes the form of a catalog, price list, schedule, shelf price or other form that:
  - i. is regularly updated by the Contractor of an Service or item;
  - ii. is either published or otherwise available for inspection by a customer during the purchase process; and
  - iii. to which the minimum discount proposed by the proposing Contractor maybe applied.
4. Since the list of items a Contractor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a minimum discount off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.
5. **A zero discount off catalog proposal is permitted, but** 791COOP encourage Contractors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to 791COOP members.
6. **Adding New or Replacement Goods Items;** During the Life of the Agreement it is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on Contractor's cost of a good item.
7. Awarded Contractor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same.
8. An example of a pricing format for the Catalog pricing method is **EXHIBIT E. CATALOG DISCOUNT PRICE FORM**: Cost Schedule and is page 37.

## E. Pricing Markup on cost Option

It is up to the Contractor to determine what to propose and how to price it. However, it should be noted that the pricing must be transparent for review for 791COOP members, 791COOP and Region 15 ESC to ensure prices charged are at or below what the Contractor submits.

1. **Markup on cost:** It is NOT recommended proposers use the Markup pricing method because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.
2. **If you choose to use the markup pricing method:** When proposing a markup on cost model, the Contractor shall be required to provide proof of actual cost to the Contractor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.
3. **NEW ITEMS:** 791COOP will allow the addition of new goods items to be added to the agreement when they become available to the market through the Contractor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

An example of a pricing format for the Catalog pricing method is **EXHIBIT F. MARKUP PRICING FORM:** Cost Schedule and is page 38.

## F. Price Increases

791COOP offers many of its Contracts nationally. As such, **we recognize that labor rates are not uniform in every locale. The Contractor may propose different rates for different areas if necessary. The Contractor may base the labor rates on any method. Should the Contractor desire to have the ability to change the rates there are a variety of acceptable methods.**

### **For Illustration Purposes Only.**

1. Propose a percentage increase annually for each year of the agreement (**Using the example 3%**):
2. Base the percentage increases on the Consumers Price Index for inflation (Contractor must reference the website where this can be found. Must be updated if the web address changes) and adjust the rates annually.
3. Base the percentage increases on the Producers Price Index (Contractor must reference the website where this can be found).
4. Base it upon stated Union rates and include future agreed upon Union rates. (Contractor must the union age rates in the proposal)
5. Base the percentage increases on the **U.S. Bureau of Labor Statistics** (<https://www.bls.gov/oes/current/oesrcma.htm> )
6. Base it upon "Prevailing wages" with justification to be adjusted annually.

## G. Value Added Pricing

Value added services should be explained in detail. If bidder can offer greater quantities at lower pricing, these "value added" prices should be included in the proposer's response listed as Value added

Pricing. .

## H. Additional Services Pricing:

Bidder should list in an excel spreadsheet for all related services, travel, and hourly fee or another defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

### I. Travel Costs:

1. Approved Travel Costs shall be at the **Federal Government GSA** Per Diem rate for hotels and meals. Any mileage for a privately owned vehicle will be based upon the GSA rate for mileage. The Website listing the current rates is: <https://www.gsa.gov/travel-resources>
2. Additionally, any airfare, care rental and gas for car rental will be reimbursed at cost. Airfare shall be based upon the coach rate with a 21 day advance purchase if possible. Car rental shall be based upon a standard car rental.
3. Bidders **not following** subsection C.1 above, should list how the costs shall be determined for all related costs regarding travel, lodging, per diem, and other proposed travel costs.

**NOTHING IN THIS PART 1 IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION. PART 2 ADDRESSES ANY PROJECTS THAT ARE CLASSIFIED AS PUBLIC WORKS OR CONSTRUCTION BY THE 791COOP MEMBER ENTITY.**

**In Conclusion:** A variety of different fee structures were discussed in this Section for possible use by Contractors for Government entities. Contractors may propose any of these Pricing Formats or submit a different Pricing Format for consideration. However, any Pricing Format submitted must be auditable to ensure the correct fees are charged. 791COOP reserves the right to evaluate and score the Price Formats and Fees that are proposed.

## **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. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to 791COOP and its members at any time during the term of an awarded agreement with the Contractor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

### **PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED (throughout this RFP).**

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. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to 791COOP and its members at any time during the term of an awarded agreement with the Contractor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

- 1. Customer support:** The Contractor shall provide timely and accurate technical advice and sales support to 791COOP staff and 791COOP participants. The Contractor shall respond to such requests within one (1) working day after receipt of the request. The Contractor shall provide free training to 791COOP staff regarding products and services supplied by the Contractor if required
- 2. Contracts:** All contracts and agreements between a Contractor and a 791COOP participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
- 3.** The Contractor 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 Contractors in the award of this contract.
- 4.** The Contractor shall comply with Insurance requirements and submit copies of their insurance certificate to 791COOP and any member using the Contractor's award
- 5.** Contractor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the Contractor's facility for shipping F.O.B.
- 6.** The Contractor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.
- 7.** The Contractor agrees it may revise catalogs no more than 2 times a year.

8. The Contractor may request price adjustments quarterly based upon the CPI. However, 791COOP deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
9. Contractors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
10. Contractor will notify 791COOP of any changes in ownership and the Contractor will notify any entity requesting this information.
11. Contractor may request 791COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
12. Publicly held Company (Contractor) shall provide most recent SEC Financial filing.
13. Private held Company (Contractor) shall provide access to review its Financial Statement
14. Contractor will notify 791COOP of any financial changes including changes in debt ratings. Contractor will notify 791COOP of any "subcontractor" putting credit holds upon the Contractor and why such hold is in place. Contractor may request 791COOP sign a non-disclosure agreement regarding this matter.
15. Contractor shall offer a rebate program to agencies that meet certain minimum ordering requirements.
16. May regional groups, like Councils of Governments, Education Service Centers, State College groups or local "Piggyback Coops" pool their usage together to obtain higher "end of the year" rebates (if the Participants commit their combined usage)?
17. The Contractor agrees that upon request by 791COOP that it will promptly update contact information of references

**Felony Conviction Notice (Required in Texas) -Notification of Criminal History:** "A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement." This notice is not required of a publicly held corporation. Texas Education Code § 44.034. FELONY CONVICTION NOTICE document is part of the Required Forms Combined Rev1 document and posted on Ionwave. This form should be uploaded to the "Response Attachments" of this RFP. Failure to complete this result in being given notice your proposal is being considered for award and you will be given no more than 5 business days to complete and return before being determined non-responsive.

**References:** The proposal response should contain a minimum of five (5) references of customers you have served that would be considered eligible for membership in 791COOP (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document is attached as **EXHIBIT A. REFERENCE SHEET** must be completed and uploaded.

**Contractor Certifications:** Contractor certifications should include applicable D/M/WBE, HUB and

manufacturer certifications for sales and service (if applicable). Certificates may be scanned and uploaded to the “Response Attachments” or the Contractor may wait for notification that their proposal is being considered for award or the Contractor may complete and submit with their Response. Contractors choosing to wait will be asked to complete and return. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

**Federal Forms and Certifications:** There is a form that relates to all Contractors that is required by Federal Regulation when federal funds are expended by a member. Contractors should complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in IonWave. Contractor may wait for notification that their proposal is being considered for award or the Contractor may complete and submit with their Response. Contractors choosing to wait will be given no more than 5 business days to complete and return before being determined non-responsive.

**Contractor Agreement:** Contractor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” CONTRACTOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with 791COOP, the proposer must note the deviations in the Contractor response submittal.

**CERTIFICATIONS OF OFFEROR:** This is part of the RFP and must be completed, signed, scanned and uploaded to the “Response Attachments” with the proposal. The EXHIBITS must also be completed, signed and uploaded with the copy of the RFP. If proposer has deviations to these documents, the Contractor must identify them under **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with 791COOP. The CERTIFICATIONS OF OFFEROR signature page must be submitted signed. The acceptance of any negotiated terms will be added to the **CERTIFICATIONS OF OFFEROR**.

**791COOP Contractor Agreement:** This agreement may be found on this RFP Attachments section on Ionwave. If proposer has deviations to these documents, the Contractor must identify them under a copy of **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with 791COOP. Leave the 791COOP Contractor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised 791COOP Contractor Agreement.

**Warranty (If applicable):** Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.

**Protest Procedure:** If a contractor/proposer (contractor) desires to protest a process or decision by 791COOP, the contractor must follow the process used by Region 15 ESC.

#### **LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS**

**Depending on different entities’ and jurisdictions’ laws and regulations, members 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 member entity will be able to utilize a 791COOP awarded agreement.**



## Insurance Requirements

1. **Contractor's Commercial General Liability Insurance**—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or anyone directly or indirectly employed by him or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
2. **Contractor's Automobile Liability Insurance**—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by him or for whose acts any of them may be legally liable.
3. **Contractor's Workers' Compensation and Employer's Liability Coverage**—The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with Texas laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, he shall comply with the applicable requirements and laws of Texas. Region 15 ESC, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect him and the University against any claims resulting from injuries to and death of workers engaged in work under this contract.

4. **Coverage limits**—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:
  - a. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by Texas Claims Act or a Combined Single Limit coverage of \$1,000,000.
  - b. Contractor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Texas or \$1,000,000.
  - c. Umbrella Liability Insurance: Liability on a following form basis with a limit \$1,000,000 per occurrence in excess of all primary limits.

5. **All proposals shall include a valid Certificate of Liability Insurance showing REGION 15 ESC, 791 Purchasing Cooperative and individual 791 Purchasing Cooperative member (if requested) as a certificate holder.**
6. To protect the REGION 15 ESC, 791 Purchasing Cooperative, 791 Purchasing Cooperative Members and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the REGION 15 ESC's and 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

## **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 same or similar categories again for additional awards during the life of an existing agreement with one or more awarded Contractors of another solicitation, if 791COOP decides it is in the best interest of our members.
- 2) **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
- 3) **Best and Final Offer** – There will be NO best and final offer; your proposal will be your final offer for solicitation competition purposes. Contractor may lower prices at any time during agreement period. See pricing section.
- 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 for award of the agreement. There may be required specifications for this proposal and desired and other specifications. 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) **Equal Pricing** – Pricing proposed shall be provided to any 791COOP members and regardless of the quantity of product or service purchased from the awarded Contractor. Pricing may always be lowered by the Contractor if circumstances permit to provide better value to 791COOP members and for the Contractor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all 791COOP members if the quantities, timing and all other circumstances are identical.
- 7) **Estimated Quantities:** Because 791COOP cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, 791COOP makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to Contractors in preparing proposals only. The successful Contractor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
- 8) **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the 791COOP member needs and deciding the controlling order is at the sole discretion of 791COOP. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
- 9) **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. 791COOP want pricing either in a fixed price or a discount off published or available to 791COOP Member catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
- 10) **Evaluation** – 791COOP will evaluate the best value by rating the proposals submitted by the Contractors. The point score received will be the weighted score which will be used to determine awarded Contractors. See Evaluation criteria sheet with applicable point weights in this document. If

applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.

- 11) LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH 791COOP REGION 15 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, 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. NEITHER REGION 15 ESC NOR 791COOP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 15 ESC OR 791COOP.
- 12) Indemnity:** The Contractor shall protect, indemnify, and hold harmless 791COOP and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or Contractor subcontractors in the preparation of the RFP and the later execution of the contract
- 13) 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 and an Offeror is not prejudiced by the waiver as compared to other Offerors;
  - c. Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
  - d. Reissue a SOLICITATION;
  - e. Consider and accept an alternate proposal as provided herein when most advantageous to 791COOP and its members;
  - f. 791COOP has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
  - g. This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. 791COOP and its members reserve the right to procure any items or services by other means at the sole discretion of 791COOP or its members.
- 14) Supplemental agreements -** The 791COOP Member entity participating in the 791COOP Agreement and awarded Contractor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded Contractor. 791COOP, its agents, 791COOP Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing

in the agreement. If a Contractor submitting a Proposal requires 791COOP and/or 791COOP Member to sign an additional agreement, those agreements shall comply with the award made by 791COOP to the Contractor. Supplemental Contractor's Agreement documents may not become part of 791COOP's Agreement with Contractor unless and until an authorized representative of 791COOP reviews and approves it. 791COOP permits 791COOP Members to negotiate additional terms and conditions with the Contractor for the provision of goods or services under the Contractor's 791COOP Agreement.

- 15) **Survival Clause** - All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Contractor and 791COOP or the 791COOP Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by 791COOP or a 791COOP Member and accepted by the Contractor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.
- 16) **Smoking** - Persons working under Agreement shall adhere to the 791COOP Member's or local smoking statutes, codes or policies.
- 17) **Novation** - If awarded Contractor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded Contractor.
- 18) **Licenses** - Awarded Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Contractor. Awarded Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791COOP and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded Contractor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 19) **791COOP Member Purchasing Procedures** - Purchase orders or their equal are issued by participating 791COOP Member to the awarded Contractor and should indicate on the order that the purchase is per the applicable 791COOP Agreement number. Orders are typically emailed to 791COOP at [admin@791COOP.org](mailto:admin@791COOP.org)
  - Awarded Contractor delivers goods/services directly to the participating member.
  - Awarded Contractor invoices the participating 791COOP Member directly.
  - Awarded Contractor receives payment directly from the participating member.
  - Awarded Contractor reports sales monthly to 791COOP (unless prior arrangements have been made with 791COOP for an alternative submission schedule).
- 19) **Incorporation of Solicitation** - The 791COOP Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Contractor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.
- 20) **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 the State of Texas under Chapter 171,

Tax Code.

- 21) **Tax exempt status:** All Texas government agencies participating in 791COOP are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.
- 22) **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: 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 is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
- 22) **New Technology and Products:** New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791COOP may reject any additions, without cause
- 23) **Disclosures:** Contractor 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.
- 24) **Assignments of contracts:** No assignment of contract may be made without the prior written approval of 791COOP. Payment can only be made to the awarded Contractor.

**[CERTIFICATIONS OF OFFER AND SIGNATURE IMMEDIATELY FOLLOWING]**

## **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 the regulations and other 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; and furthermore that I, \_\_\_\_\_(typed or printed name) certify that I am the \_\_\_\_\_ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the Region 15 Education Service Center, on behalf of said Offeror by authority of its governing body. I am binding my organization to the terms set forth in this agreement with Region 15 ESC. I understand that there is a separate Contractor agreement with 791COOP. The Contractor 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 Contractors in the award of this contract.

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

**Signature of Authorized Representative:** \_\_\_\_\_

**Required**

**Name of Authorized Representative:** \_\_\_\_\_

**Title of Authorized Representative:** \_\_\_\_\_

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

**EXHIBIT A**  
**REFERENCE SHEET**

Entity Name	City and State	Contact Person	VALID EMAIL IS REQUIRED	Phone

Name of Organization/Contractor(s): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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



**EXHIBIT B**  
**CONTRACTOR PROFILE QUESTIONNAIRE**

Required for Evaluation of Proposals, Failure to complete may result in your firm's response to be Non-Responsive.

Provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services. Additionally, provide a Cover Letter, a summary of response to this proposal request, of

**1. Minority/Women Business Enterprise** (Required by some participating governmental agencies)

- Contractor certifies that his firm is a M/WBE **Yes    No**
- Please include any copies of SBA, HUB, MWBE, Veteran or any other certification.

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

- Company submitting bid is a resident bidder. **Yes    No**
- Contractor'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: (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.)

**4. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Contractor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing.

**Yes    No**

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

- Additional discounts for purchase of a guaranteed quantity? **Yes    No**

**5. 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 (PO's) sent by 791COOP:  
Contact Person & Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

6. Provide a Cover Letter for Response to this RFP.
7. Provide a brief history of your company, including the year it was established.
8. Provide company's official registered name.
9. Provide your company's corporate organizational chart.
10. List number of sales and service offices in Texas, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.
11. List number of employees at each site with breakdown of direct sales, sales support, service technicians, engineering support and administration.
12. Provide your company's Dun & Bradstreet (D&B) number or equivalent moniker if available.
13. Provide your income statement, balance sheet and cash flow for the past three (3) years.
14. Please define your standard terms of payment.
15. Provide a description of your company's relevant market and your position within it.
16. Describe the scope of sales/field support your company would make available to government entities.
17. Describe the scope of training opportunities your company would make available to government entities as needed.
18. Please describe the quality program(s) within your company and the program which measures your service work.
19. Describe your expectations of your subcontractors. How does your company verify these expectations are being met?
20. Describe your process for trouble shooting a problem.
21. List the total dollar volume your company completes in Government Consulting annually. (Niche or Boutique Consulting firms will be considered)
22. List the other related functions your company can provide related to this offering.
23. Describe what project scheduling tools your company use to track projects through conclusion.
24. Provide your company's administrative support resources

- 25. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
- 26. What support documents does your company provide to the government entity after Project is completed (typically for larger Projects)?
- 27. Describe what technical resources your company will provide to support the government entities' projects.
- 28. Indicate if your company will accept all forms of Purchase Orders.
- 29. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
- 30. Identify the process of receiving a purchase order and any billing (including progress payments).
- 31. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
- 32. Describe how your company will invoice the government entity. Include a process map.
- 33. Is your company able to send quotes in electronic format via email including specific information.
- 34. Discuss the invoicing options your company offers and the payment terms for each.

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

**Signature of Authorized Representative:** \_\_\_\_\_

**Name of Authorized Representative:** \_\_\_\_\_

**Title of Authorized Representative:** \_\_\_\_\_

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







