COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT

791 Purchasing Cooperative

A Cooperative Purchasing Program available for participants by Government and Other Entities in all fifty states.
AND
Lead Agency:

CENTRAL TEXAS COUNCIL OF GOVERNMENTS

RFP #791202505008 Transportation Network Company Services and Fixed-route Transportation Services.

Addendum 1

Submission Deadline: July 2, 2025, at 1:00 pm Central Time Central Texas Council of Governments
ATTN: 791COOP
2180 North Main Street,
Belton, TX 76513

Questions: Admin@791Coop.org or 210.757.3775

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

If a problem is encountered accessing the solicitation, please contact 791 PURCHASING COOPERATIVE 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 791 PURCHASING COOPERATIVE 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 Local Government Codes, 252, 262, and 271.

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed 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 Local Government Code Section 252, 262, and 271*."

ABOUT 791 PURCHASING COOPERATIVE (791COOP)

A. 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 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 the 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 vendors based on the lowest responsible bidder or best value for each solicitation.
- This proposal is requested for the benefit of the 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 State and Federal Regulations 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" 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 791 COOP Awarded Agreements.

C. Customer Service

- 791COOP staff is available to participants for assistance in viewing/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 agreements 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 equivalent 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/services directly to the participating participant agency and then invoice the participating participant agency. The Vendor receives payment directly from the participating participant agency.

E. Partnerships with 791 Purchasing Cooperative

1) **The Texas Conference of Urban Counties represents 34 Counties and 79% of the Texas Population or about 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 Government is a Lead Agency with 791COOP and CTCOG 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. 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 CENTRAL TEXAS COUNCIL OF GOVERNMENTS (CTCOG) AND 791COOP IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 252 The CONFIDENTIAL INFORMATION CLAIM FORM that is completed by the proposer designating specified pages as confidential or waives confidentiality of the entire proposal. The information that is requested to remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Vendor'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 CTCOG, 791COOP, AND 791COOP PARTICIPANT ENTITIES OR FUTURE PARTICIPANTS TO INTERGOVERNMENTAL AGREEMENTS UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. BECAUSE PARTICIPANT ENTITIES INTERGOVERNMENTAL AGREEMENTSING UPON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR DISCRETION AND TIMING, AND 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 a summary of the important RFP deadlines and submittal instructions. More detailed information is provided in the following pages of this RFP:

III. GENERAL INFORMATION

A. The financing of 791COOP and Lead Agency Central Texas Council of Governments.

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 the actual invoices and paid sales to 791COOP participants. Fees are not assessed to vendors for shipping costs, required bond costs, or any taxes that may be applicable.

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 restricted to (5) years. Awarded optional agreements may be extended for three (3) additional one (1)-year terms. The extension is automatic unless 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 to the notice at the address provided in the response or as otherwise provided
   The Awarded vendor shall provide 791COOP with 90 days written notice to protect the interests of the 791COOP participants that may be in negotiation.

Vendor Questions: **Questions about this solicitation shall be submitted to admin@791COOP.org with the following in the subject line: "RFP #2025-05-0XX RFP Title contractor question." Questions of a ministerial nature will be answered 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.**

QUESTIONS WILL BE RECEIVED UNTIL June 25, 2025, AT 5:00 PM Local Time.

3. **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 by 10 a.m., May 30, 2025. 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 or not held.**

4. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

Solicitation Issued	May 21, 2025
Pre-Proposal Conference	None Scheduled
Inquiry Period Ends	June 25, 2025, at 5:00 PM (CDT)
Proposal Due Date	July 2, 2025, 1:00 PM (CDT)
Anticipated Award	July 9, 2025, *

***This date may be later or earlier, depending upon 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.

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 the *Texas Government Code section 252.043.* The factors that will be considered and weighted points in each area 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 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 local government codes 252, 262, & 271.*

1. Purchase Price: **(30) 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 vendor and of the vendor's goods or service, **(10) point weight**. References and 791 COOPERATIVE staff knowledge and any other available information known to 791 COOPERATIVE may be used to score this criterion.

3. The quality of the vendor's goods or services; (**20) point weight**. Proposal response and 791 COOPERATIVE staff knowledge and any other available information known or available through the RFP or otherwise to 791 COOPERATIVE may be used to score this criterion.

4. Extent to which the Goods and Services meet the needs; **(20) point weight**. 791 COOPERATIVE evaluators will determine if the proposal provides value to 791 COOPERATIVE participants and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation.

5. Vendor's past relationship; **(0) point weight** –New Contract and no past relationships.

6. The total long-term cost to 791 COOPERATIVE and its participants to acquire the vendor's goods or services: **(10) point weight**.

7. Experience: **(10) point weight** - <1 year = 0 points; 1 -3 years = 5 points; 4-6 years =8 points; >6 years = 10 points

8. 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 vendor or the vendor'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 CTCOG or 791 COOPERATIVE participant 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**.

9. Impact on the ability to comply with requirements for Historically Underutilized Businesses and nonprofit organizations employing persons with disabilities and Disadvantaged Business Enterprises: **(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. This factor has been considered and due to the foregoing, no weighting 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.

    a. Historically Underutilized Business as defined by the State of Texas. Historically Underutilized Business (HUB) Program. The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.

    b. In accordance with all Federal Acquisition Regulation (FAR), FAR Class Deviation for Revoked Executive Order 11246 clauses pertaining to EO 11246. "As of February 15, 2025, FAR clauses and provisions covered under E.O. 11246, Equal Employment Opportunity, will no longer be enforced. Therefore, contractors and their subcontractors will not be held accountable for applying the FAR clauses or provisions outlined in FAR subpart 22.8 - Equal Employment Opportunity or the associated provisions and clauses prescribed at FAR 22.810. Compliance with FAR is the responsibility of participating agencies.
    The requirements of 49 CFR Part 26 apply to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26, are given the opportunity to compete for and participate in the performance of this contract.
    Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in the performance of this contract.

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

V. SPECIFICATIONS

This solicitation is for RFP #791202502008 Transportation Network Company Services and Fixed-route Transportation Services.

This solicitation is for Transportation Network Company Services and Fixed-route Transportation Services and seeking providers for Transportation Network Company Services and Fixed-route Transportation Services, including but not limited to existing and new Transportation Network Company Services and Fixed-route Transportation Services providers.

This is including but is not limited to **Transportation Network Company Services and Fixed-route Transportation Services to existing and new Transportation Network Company Services and Fixed-route Transportation Services.** Maintenance contracts (as necessary), repairs, certifications, inspections, or anything related to the category may also be included.

A. DESCRIPTION

This includes but is not limited to **#791202505008 Transportation Network Company Services and Fixed-route Transportation Services.** This can include any type of Transportation Technology and Services, including but not limited to: Transportation Technology As A Service, The purpose of this Request for Proposals (RFP) is to solicit responses from qualified vendors to provide Transportation Network Company (TNC) services and Fixed-route Transportation Services to participating government agencies, educational institutions, and non-profit organizations through a competitively awarded cooperative purchasing contract administered by 791 Purchasing Cooperative.

B. SCOPE OF WORK

1) **Transportation Network Company (TNC) Services**
   a) Vendors must demonstrate the capability to provide app-based or digital transportation solutions for passengers, including:
   b) On-demand and scheduled ride-hailing services for individuals or groups.
   c) Services for general public use, students, senior citizens, individuals with disabilities, and agency staff.
   d) Options for curb-to-curb, door-to-door, and dynamic route capabilities.
   e) Rider safety protocols, including background checks for drivers, real-time vehicle tracking, and incident reporting.
   f) Integration with participating agency platforms or systems, where applicable.
   g) ADA-compliant service offerings and accessible vehicles as required by law.
2) **Fixed-route Transportation Services**
   a) Vendors may offer comprehensive fixed-route or circulator transit services, including:
   b) Route planning, design, and implementation based on agency needs.
   c) Daily or scheduled transportation on designated routes, including shuttles, circulators, and inter-campus or inter-facility services.
   d) Coordination with municipal or regional transit systems to provide first-mile/last-mile solutions.
   e) Operation of agency-owned or contractor-supplied vehicles, including fuel, maintenance, and insurance options.

f) Provision of dispatching, driver management, safety oversight, and ridership analytics.

3) Vehicles and Equipment

a) l vendors must supply or operate vehicles that:
b) Comply with all local, state, and federal regulatory requirements.
c) Include options for hybrid, electric, low-emission, or alternative fuel vehicles where available.
d) Are maintained to industry standards and undergo routine inspections.
e) Include GPS tracking, mobile connectivity, and passenger safety features.

4) Technology Integration

a) Vendors should offer technology platforms or APIs for:
b) Scheduling, dispatching, and rider communication.
c) Real-time vehicle location tracking and estimated arrival times.
d) Usage data reporting, invoicing, and performance metrics.
e) Secure payment and cost-allocation options for participating entities.

5) Program Support and Customer Service

6) Vendors must provide:
a) Dedicated account management and technical support for participating agencies.
b) Training for agency staff on using transportation systems and administrative portals.
c) Multilingual rider support and accessibility accommodations.
d) Detailed monthly reporting including ridership statistics, service reliability, and compliance.

7) Service Area and Availability

8) Respondents must identify:
a) National Coverage available in all 50 states and geographic areas currently served and ability to scale services to new jurisdictions.
b) Operational hours, service availability, and response times.
c) Any limitations to service delivery (e.g., rural coverage, special events, etc.).

9) Cooperative Purchasing Requirements

a) This contract will be made available to eligible agencies nationwide. Respondents must:
b) Agree to provide services under the not to exceed pricing, terms, and conditions to all participating members of 791 Purchasing Cooperative.
c) Clearly outline pricing structures, including per-ride rates, subscription options, hourly service pricing, or other relevant cost models.

C. ADDITIONAL SCOPE:

The contract initial term of the agreement is restricted to five (5) years. Awarded agreements may be extended for three (3) optional consecutive one (1)-year terms. It may be awarded to one contractor or multiple contractors, or it may reject all bids as it deems appropriate.

1. **Interested Vendors** shall submit an RFP responding to portions of the RFP that it can qualify and perform the work 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 types of 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's professional focus and the complete range of services being offered for the project. Furthermore, each Vendor must 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.

2. Project Approach:

a) Provide a milestone project schedule for the selection of approaches, design, construction, and implementation.

b) Describe the extent of the Contracting Entity's staff involved in the project, including key decision points at each stage.

D. ADDITIONAL SERVICES:

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 the category offered on this contract. The offering must be related to this category. No inappropriate offerings will be considered.

1. BACKGROUND

The Local Participating Entity using this contract may utilize this contract for #791202505001 Transportation Technology and Services. Some local governments may utilize all services, and some may choose to pick the services on an "al carte basis." Rental Products and Services include having a private company take over 100% responsibility for the services contracted for, regardless of who the manufacturer is and regardless of who repaired, restored, or replaced it in the past.

2. OVERVIEW

The program involves products and services specified by the Local Government Entity. The Local Government Entity will expect the chosen company to phase in a fully operational program within 90 days of issuing a Notice to Proceed. 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 a minimum of 90-day notice. Billing shall be adjusted accordingly.

3. 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 its 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 791 PURCHASING COOPERATIVE 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").

4. Gaps sometimes exist between management (those who respond to RFPs) and sales staff (those who contact public educational institutions) that result in problems. Please provide the Names of your key salespeople, phone numbers, and states for which they are responsible.

5. Any business that has served the public for more than ten years will have had problem projects. List five projects that have had problems (use more than one state), describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of roof repair or replacements, contract amount, contact name, and telephone number.

6. Manufacturers responding to this solicitation must name one or more dealers or subcontractors certified and trained to install their products. The prime contractor must identify how their dealers/subcontractors are certified. Provide the name of the dealer/subcontractor, business name, address, telephone (voice and fax), and the state contractor's license number, if any.

7. Vendor should provide a list of equipment and facilities used for testing products if requested.

8. Costs for inspection must be separated from repair and service costs but may be included as a line item in this contract. The manufacturer must offer to refund (or credit) all or a percentage of the inspection costs if the agency participant issues a contract for Vehicle Inspection within a 12-month period.

9. Vendor may offer extended warranties available at extra cost for agency participants who agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, no-cost training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged prior to installation as part of the purchase contract. (Describe the no-cost training to be offered in the solicitation.)

To monitor and guarantee the quality of the work being performed by subcontractors, the Vendor/ prime contractor must have inspectors examine from start to finish. Describe in writing how you will meet this requirement and provide the names and qualifications brief of each inspector.

C. Requested Requirements

Describe your company's ability to meet the following specifications. Bidders will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Exceptions to Terms, Conditions, and Specifications Form.

1. All products shall be new and of high quality.

2. The vendor's line item pricing shall include a variety of major manufacturers for specified products & services.

3. The line item pricing shall contain an adequate supply of items for the trade(s).

4. Ability for tracking orders, including any back-ordered item(s).

5. Participants should be able to set up accounts for various user departments to ensure spend does not exceed budget amounts.

6. Participants should be able to place some of the orders with P-Cards **for small dollar purchases.**

7. The system must allow for participants to set up individual delivery locations for each site.

8. Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.

9. Contracts: All contracts and agreements between a vendor and a 791 PURCHASING COOPERATIVE 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.

10. Tax exempt status: All Texas government agencies participating in 791 PURCHASING COOPERATIVE are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of a tangible personal property. Laws of other states shall apply within those states.

11. Assignments of contracts; there is no assignment of contracts without the prior written approval of 791 PURCHASING COOPERATIVE. Requests for Assignments shall include the reason for requesting the contract be assigned to a third party and provide information substantiating their capabilities. Payment can only be made to the awarded vendor and assigned vendor.

12. 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.

13. 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.

14. 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.

15. Indemnity: 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.

16. 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.

17. Vendor shall comply with Insurance requirements.

18. Vendor will have the ability to ship materials via UPS, Fed Ex, or Common Carrier. These materials can include a copy or printed materials but may also include materials brought to the vendor's facility for shipping F.O.B. destination.

19. The vendor or may match or lower any pricing of comparable contracts with similar volume or similar Cooperative.

20. The Vendor will honor pricing and will not have "Floors" in their percentage discount pricing

21. Vendor may revise line item pricings 2 times a year.

22. Vendor may request price adjustments quarterly based upon the US BLS Consumer Price Index, https://www.bls.gov/cpi/ . However, 791 COOP may deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.

23. Vendors 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.

24. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.

25. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.

26. Publicly held Company (Vendor) shall provide the most recent SEC Financial filing.

27. Private held Company (Vendor) shall provide access to review its Financial Statement

Taking deviations will not automatically result in a vendor not being awarded a contract. It is another part of the evaluation criteria.

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

D. Products & Services Summary Matrix

Provide a matrix that will allow 791 PURCHASING COOPERATIVE to readily appraise your company's products and service offerings versus other respondents.

E. Value Add Services Description

Provide answers to the following questions from which information will be utilized should your company be selected.

1. Describe how your company will interact with 791 PURCHASING COOPERATIVE.
2. Describe your training program with 791 PURCHASING COOPERATIVE staff and a proposed schedule of topics and include any proposed training literature or materials.
3. Indicate who will be providing training including their title, telephone number, fax number and e-mail address. Include resume.

F. Product Information:

Provide answers to the following questions from which information will be utilized should your company be selected.

1. Please give examples of local agencies that have purchased products from your company.
2. If your product is deemed defective, what is the replacement process and turnaround?
3. State whether your company provides a quality guarantee on their product/service. If so, please describe.
4. State your insurance provider(s) and your company's level of coverage.

G. Additional Questions:

General Information

1) Briefly describe your company. What services do you offer?

2) Describe your company's values and mission statement and how they relate to supporting your clients' leasing needs.

3) What differentiates your company and your services from that of your competitors? What value do these characteristics create for our company?

4) Provide a copy or a link to your most recent annual report or audited financial statement.

FINANCING

5) What financing options do you offer your clients?

CUSTOMER SERVICE

6) Please describe your customer service.

7) Do you provide a 24/7 assistance contact center?

BILLING

8) Is your invoice available for review online?

9) Can billing be formatted to clients' needs?

10) How do you audit and ensure the accuracy of your billing?

VI. PRICING FORMAT

A. Pricing for Line Items

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.

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.

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 vendors that may be included as part of the proposing vendor's "line item pricing" (defined below) now or during the life of the agreement that is considered included in this solicitation and subject to the minimum discount proposed. Pricing may also exclusively be line-item pricing or, and recommended, in combination with a minimum line item pricing discount.

Example: During the life of the agreement, models change, and new products come to market that is in the same category and are added to the vendor's "line item pricing" and are available for purchase by users of the agreement. If you fail to propose a minimum discount on your line item pricing, it may limit the ability to change the pricing of line item pricing items

and services during the life of the award.

Definition of "line item pricing"
"Line item pricing" 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 line item pricing, price list, schedule, shelf price or another form that:

1. is regularly maintained by the manufacturer or vendor of an item; and
2. is either published or otherwise available for inspection by a customer during the purchase process;
3. to which the minimum discount proposed by the proposing vendor maybe applied.

Adding New or Replacement Goods Items; During the Life of the Agreement, it is easiest proposing a Minimum Discount off (PREFERRED MODEL) line item pricing prices for goods or a markup on the vendor's cost of a good item.

Markup on cost

It is NOT recommended proposers use the Markup pricing method because many participants 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.

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the participant the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

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 vendor under the discount off the published pricing model or markup on cost model. You must stipulate a discount or markup on line item pricing price in the appropriate

section

of the pricing Excel sheet to be eligible for this option. You may stipulate a 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.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: When proposing a Line Item pricing model - 791COOP will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to the vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to the customer.

Note: If you propose a minimum Discount off line item pricing, you avoid this process since you are adding an item to your line item pricing and list price and the proposed minimum discount off line item

Shipping cost: Pricing presented for goods offered should not include shipping costs from dealer to Participant customer. IF shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example: if you sell a vehicle and it includes delivery but the sale of vehicle parts does not, then be sure to specify the variations in your pricing. Shipping method

is determined by the vendor and the Participant/Customer at the time of the quote/purchase by the Participant/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through by the Vendor at actual cost to the 791COOP Participant.

B. Discussion of Pricing Options

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "line item pricing" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change, and new products come to market that are in the same category and are added to the vendor's "line item pricing" and are available for purchase by users of the contract provided the line item pricing discount or cost markup proposed is honored by the awarded vendor.

791COOP leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable. This includes a multitude of various **Facility Maintenance and Managed Services and Supplies** related services. Vendors may submit for one specific trade or multiple trades. Vendor may submit for the trades listed in this RFP or other related trades not listed. Response submittals will be evaluated by 791 Purchasing Cooperative.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category should be included. 791COOP reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Bidder should list all related services, installation, repair, maintenance, travel, lodging, per diem, and hourly fees or

other defined and specified unit cost according to category offered on this contract. No inappropriate offerings will be considered.

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 participants.

Since the list of items a vendor 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 line item pricing for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off line item pricing proposal is permitted, but 791COOP encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to 791COOP participants.

Please propose a minimum discount off the line item pricing for all non-line items proposed so you will be covered when future items are available in your line item pricing. By doing this, the price is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation.

You may propose all goods as a line-item list if you prefer but the PREFERRED proposal method is a minimum discount off line item pricing prices. You may propose, both discount off a line item pricing AND line-item pricing for specific lists of items if you choose to.

Caution: Using the Markup method of pricing may exclude some participants when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing, and it always requires the proposer to make available to 791COOP or its participants proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

Escalation-Include annual price escalation not to exceed percentage. We highly recommend anchoring a commonly known price index such as the CPI or common trade publication index. If goods or service components face market exposure include this in your submission.

Service Incidental to the Sale of Goods

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in a Pricing Sheet spreadsheet as an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Line item pricing price for said services. You may provide a line item pricing of services or a link to the available services or you may create a 791COOP-specific Line item pricing list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing is proposed, then during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of line item priced goods, vendor may be required to submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD. THUS, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR LINE ITEM PRICING PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide a pricing template with a maximum price increase percentage for annually for renewal years.

Optional Pricing Forms

Sample of Pricing Template in Excel Spreadsheet.

Please provide a labor Wage Classification with labor rates for each type of work, Vendor proposes to use under this RFP.

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 line item pricing, website, shelf, price list accessible to 791COOP and it participants at any time during the term of an awarded agreement with the vendor 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.

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 are services. Published prices are prices that are provided by a line item pricing, website, shelf, price list accessible to 791 COOPERATIVE and it participants at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

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. 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: 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.

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.

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS 791COOP, PARTICIPANTS, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "791 COOP"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING

OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF 791COOP AND VENDOR, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF 791COOP, VENDOR, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON VENDOR'S BEHALF, CAUSED BY VENDOR, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

VENDOR ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS 791COOP FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF 791COOP TO ANY SUCH SUIT AT ITS COST AND EXPENSE. THE VENDOR FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE VENDOR.

VENDOR, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, VENDORS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON VENDOR'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS 791COOP, EXCEPT TO THE EXTENT THAT 791COOP IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF VENDOR'S OR ANY OTHER PERSON WORKING ON VENDOR'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR VENDOR UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE VENDOR AND 791COOP, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A VENDOR'S OBLIGATIONS UNDER THIS SECTION 7 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY VENDOR UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A VENDOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE VENDOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE VENDOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

IN ADDITION, THE VENDOR SHALL INDEMNIFY 791COOP FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY THE VENDOR ARE NOT AUTHORIZED TO

WORK IN THE UNITED STATES.

By the execution and submission of this proposal, VENDOR acknowledges VENDOR has read and does comply with all terms and conditions, clauses and requirements contained herein.

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. The Vendor shall comply with Insurance requirements and submit copies of their insurance certificate to 791 Coop and any participant using the vendor's award

7. 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. Vendor 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. 791 PURCHASING COOPERATIVE may reject any additions, without cause

8. Vendor 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 vendor's facility for shipping F.O.B.

9. The Vendor 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.

10. The Vendor agrees to honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of line item pricingues.

11. The Vendor agrees it may revise line item pricings no more than 2 times a year.

12. The Vendor may request price adjustments quarterly based upon the CPI. However, 791 COOP deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.

13. Vendors 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.

14. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.

15. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.

16. Publicly held Company (Vendor) shall provide the most recent SEC Financial filing.

17. Private held Company (Vendor) shall provide access to review its Financial Statement

18. Vendor will notify 791 COOP of any financial changes including changes in debt ratings. Vendor will notify 791 COOP of any "supplier" putting credit holds upon the vendor and why such hold is in place. Vendor may request 791 COOP sign a non-disclosure agreement regarding this matter.

19. The Vendor agrees that upon request by 791 COOP that it will promptly update contact information of references

20. **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.

21. **References:** The proposal response should contain a minimum of five (5) references of customers you have served that would be considered eligible for participants 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.

22. **Vendor Certifications:** Vendor 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 Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit with their Response. Vendors 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 participants the information if it is part of their entities' policies.

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

30. **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 a copy of the RFP. If the proposer has deviations to these documents, the vendor 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 and signed. The acceptance of any negotiated terms will be added to the **CERTIFICATIONS OF OFFEROR**.

31. **791COOP Vendor Agreement**: This agreement may be found in this RFP Attachments section on Ionwave. If the proposer has deviations from these documents, the vendor 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 Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised 791COOP Vendor Agreement.

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

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

A. LIMITATIONS OF THE SOLICITATION AND THE 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 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 liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, 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, and the subsequent Injury Act, and the 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. CTCOG, 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 the 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 the following form basis with a limit of $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 a certificate holders.

6. To protect the CTCOG, 791 Purchasing Cooperative, 791 Purchasing Cooperative Participants, 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 CTCOG 's and 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

V. Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and 791 COOPERATIVE reserves the right to multi-award or not award. 791 COOPERATIVE reserves the right to solicit the same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation if 791 COOPERATIVE decides it is in the best interest of our participants.

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. Vendors may lower prices at any time during the agreement period. See the 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 791 COOPERATIVE.

6. **Estimated Quantities**: Because 791 COOPERATIVE cannot accurately anticipate which participants will utilize the awarded agreements due to the thousands of participants and the different government entity types, 791 COOPERATIVE 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 vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.

7. **Conditions of Agreement -** The terms and conditions of this solicitation shall control in the order that best serves the 791 COOPERATIVE participant needs and deciding the controlling order is at the sole discretion of 791 COOPERATIVE. 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.

8. **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. 791 COOPERATIVE want pricing either in a fixed price or a discount off published or available to 791 COOPERATIVE Participant line item pricing price or both if applicable to your proposal. A “line item pricing” is defined above and includes pricing of goods and /or services.

9. **Evaluation** – 791 COOPERATIVE will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. 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.

10. **LIMITATION OF LIABILITY – Waiver**: BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH 791 PURCHASING COOPERATIVE CTCOG , 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 CTCOG NOR 791 COOPERATIVE 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 CTCOG OR 791 COOPERATIVE.

11. **RESERVATION OF RIGHTS -** 791 COOPERATIVE 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 791 COOPERATIVE and its participants;

f) 791 COOPERATIVE 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. 791 COOPERATIVE and its participants reserve the right to procure any items or services by other means at the sole discretion of 791 COOPERATIVE or its participants.

13) **Supplemental agreements -** The 791 PURCHASING COOPERATIVE Participant entity participating in the 791 PURCHASING COOPERATIVE Agreement and awarded vendor 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 vendor. 791 PURCHASING COOPERATIVE, its agents, 791 PURCHASING COOPERATIVE Participants, and employees shall not be made a 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 vendor submitting a Proposal requires 791 PURCHASING COOPERATIVE and/or 791 PURCHASING COOPERATIVE Participant to sign an additional agreement, those agreements shall comply with the award made by 791 PURCHASING COOPERATIVE to the Vendor. Supplemental Vendor's Agreement documents may not become part of 791 PURCHASING COOPERATIVE's Agreement with the vendor unless and until an authorized representative of 791 PURCHASING COOPERATIVE reviews and approves it. 791 PURCHASING COOPERATIVE permits 791 PURCHASING COOPERATIVE Participants to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Agreement.

14) **Survival Clause -** All applicable agreements, contracts, software license agreements, warranties, or service agreements that were entered into between Vendor and 791 PURCHASING COOPERATIVE or the 791 PURCHASING COOPERATIVE Participant 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 791 PURCHASING COOPERATIVE or a 791 PURCHASING COOPERATIVE Participant and accepted by the Vendor 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.

15) **Smoking -** Persons working under the Agreement shall adhere to the 791 PURCHASING COOPERATIVE Participant's or local smoking statutes, codes, or policies.

16) **Novation -**If an awarded vendor 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 the awarded vendor.

17) **Licenses -** Awarded vendor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by awarded vendor. Awarded vendors 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. 791 PURCHASING COOPERATIVE and its Participants reserve the right to stop work and/or cancel the Agreement of any awarded vendor whose license(s) expire, lapse, is suspended, or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

18) **791 PURCHASING COOPERATIVE Participant Purchasing Procedures -** Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Participant to the awarded vendor and should indicate on the order that the purchase is per the applicable 791 PURCHASING COOPERATIVE Agreement number. Orders are typically emailed to 791 PURCHASING COOPERATIVE at admin@791COOP.org

- Awarded vendor delivers goods/services directly to the participating participant.
- Awarded vendor invoices to the participating 791 PURCHASING COOPERATIVE Participant directly.
- Awarded vendor receives payment directly from the participating participant.
- Awarded vendor reports sales monthly to 791 PURCHASING COOPERATIVE (unless prior arrangements have been made with 791 PURCHASING COOPERATIVE for an alternative submission schedule).

19) **Incorporation of Solicitation -** The 791 Purchasing Cooperative Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor'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) **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. Vendor 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. 791 PURCHASING COOPERATIVE may reject any additions, without cause

23) **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.

[CERTICATIONS OF OFFER AND SIGNATURE IMMEDIATELY FOLLOWING]

VI. 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 CTCOG , 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 CTCOG . I understand that there is a separate vendor agreement with 791 Purchasing Cooperative. 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): _____

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: _____
(Required)

Name of Authorized Representative: _____

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 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)
   - Vendor 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**
   - 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: (If the 3rd 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 Vendor 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 791 PURCHASING COOPERATIVE 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 791 PURCHASING COOPERATIVE:
     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 791 PURCHASING COOPERATIVE:
     Contact Person & Title:_____
     Address:_____
     City, State, Zip_____
     Phone:_____Fax:_____
     Email:_____
6. Provide a Cover Letter for Response to this RFP.

7. Provide your company's Dun & Bradstreet (D&B) number.

8. Please define your standard terms of payment.

9. Provide a description of your company's relevant market and your position within it.

10. Describe the scope of sales/field support your company would make available to government entities.

11. Describe the scope of training opportunities your company would make available to government entities as needed.

12. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company of if they are a network of subcontractors.

13. Describe how your company handles after-hours customer service needs.

14. Indicate your response time to emergency service calls.

15. Describe your 24/7 service compliance.

16. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

17. Please describe the quality program(s) within your company and the program which measures your service work.

18. List the dollar **sales** volume your company annually.

19. Describe your call center organization.

20. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days a week?

21. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

22. Describe your expectations of your subcontractors and /or service centers when completing a repair. How does your company verify these expectations are being met?

23. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

24. Describe how your company tracks completion of repairs.

25. Describe how your company manages services calls on a not to exceed amount. Is your company willing to accept a not to exceed amount specified by the government entity or does your company operate with a minimum amount not to exceed; if so, what is that amount?

26. Describe your process for troubleshooting a problem. How does repair get escalated for service?

27. List the total dollar volume your company completes in Government annually.

28. List the other functions your company can provide.

29. Describe what project scheduling tools your company use to track projects.

30. Describe your company's safety program **performing services**.

31. Provide your company's administrative support resources

32. 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)

33. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?

34. Describe what technical resources your company will provide to support the government entities' projects.

35. Indicate if your company will accept all forms of Purchase Orders or Project Work Orders.

36. What credit requirements are needed by the government entity in order for your company to accept a purchase order?

37. Identify the process of receiving a purchase order for the ordering of products.

38. Identify the process of receiving a purchase order and any billing (including progress payments).

39. Does your company require Tax Exempt Forms to be provided by government entities for each purchase order?

40. Describe how your company will invoice the government entity. Include a process map.

41. Is your company able to send quotes in electronic format via email including specific information.

42. Discuss the invoicing options your company offers and the payment terms for each.

43. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?

44. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____
(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT C.

EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM

Company Name_____

Note: This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed.

Any exceptions to the Terms, Conditions, Specifications or Bid Forms contained herein shall be noted in writing and included with the bid submittal. **If there are no exceptions, please write N/A and sign it.**

Page Number	Paragraph #	Term, Condition or Specification	Exception

_____

_____

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____
(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date:_____