

# 791 PURCHASING COOPERATIVE AND VENDOR AGREEMENT

Between \_\_\_\_\_ Uber Technologies, Inc. \_\_\_\_\_  
(Company Name)

with the principal place of business at

1725 3<sup>rd</sup> Street, San Francisco, CA 94158 and

791 Purchasing Cooperative

For

RFP #791202505008

Transportation Network Company Services and Fixed-route Transportation  
Services.

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between 791 PURCHASING COOPERATIVE (hereinafter referred to as “791COOP”) a government cooperative purchasing program authorized by the Central Texas Council of Governments, having its principal place of business 2180 North Main Street, Belton, TX 76513 and **Company listed at the top of page one** (hereinafter referred to as “Vendor”) a provider having its principal place of business as listed at the top of page one. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal.

The following pages will constitute the Agreement between the successful vendors(s) and 791 PURCHASING COOPERATIVE.

## **Terms and Conditions**

### **1. Assignment of Vendor Agreement**

No assignment of the Vendor Agreement may be made without the prior written approval of 791 PURCHASING COOPERATIVE, provided that both parties may assign the Vendor Agreement without such consent, but with notice to the other, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Vendor may assign the Vendor Agreement, to an Affiliate without notice or the prior written consent of 791 Purchasing Cooperative. "Affiliate" means with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, where "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity, or the power to vote such voting equity, by contract or otherwise. Subject to the foregoing, the Agreement shall be binding upon all successors and assigns of a party. A simple change of name agreement will not change the Agreement obligations of the awarded vendor.

### **2. 791 PURCHASING COOPERATIVE Contract**

The 791 PURCHASING COOPERATIVE Contract is the final negotiated version of the Vendor's contract that was submitted as part of the **#791202505008 Transportation Network Company Services and Fixed-route Transportation Services**. The provider (s) and negotiated with 791 PURCHASING COOPERATIVE. The 791 PURCHASING COOPERATIVE Contract will govern all aspects of a sale for Products and/or Services between the Vendor and a 791 PURCHASING COOPERATIVE Participant. 791 PURCHASING COOPERATIVE recognizes that a 791 PURCHASING COOPERATIVE Participant may, in agreement with Vendor, make modifications to the 791 PURCHASING COOPERATIVE Contract to reflect the specific needs of the 791 PURCHASING COOPERATIVE Participant. This modified form will still be referred to as the 791 PURCHASING COOPERATIVE Contract.

Vendor may only use the 791 PURCHASING COOPERATIVE Contract with 791 PURCHASING COOPERATIVE Participants who have agreed to purchase products and services from Vendor through the 791 PURCHASING COOPERATIVE preferred supplier program. If a 791 PURCHASING COOPERATIVE Participant solicits proposals for Products and/or Services under this agreement from Vendor directly and has specifically provided notice that they will not be using 791 PURCHASING COOPERATIVE as their contract vehicle through the 791 PURCHASING COOPERATIVE preferred supplier program, Vendor cannot use the 791 PURCHASING COOPERATIVE Contract to serve the 791 PURCHASING COOPERATIVE Participant. For the avoidance of doubt, if a Vendor and a 791 PURCHASING COOPERATIVE Participant, execute a 791 PURCHASING COOPERATIVE Purchase or Products and/or Services under this Agreement, the Vendor will be obligated to pay 791 PURCHASING COOPERATIVE the participation fee.

To further clarify, the Vendor may sell to a 791 PURCHASING COOPERATIVE participant or potential 791 PURCHASING COOPERATIVE participants, which is any governmental or other public entity in Texas through the 791 PURCHASING COOPERATIVE preferred supplier program. If a potential customer is not currently a 791 PURCHASING COOPERATIVE participant, they may join 791 PURCHASING COOPERATIVE by contacting 791 PURCHASING COOPERATIVE at [admin@791COOP.org](mailto:admin@791COOP.org). Awarded Vendors are not restricted from responding to any entity that has chosen not to use the 791 PURCHASING COOPERATIVE interlocal cooperative method of procurement.

**ANY AGREEMENT BETWEEN A 791 PURCHASING COOPERATIVE PARTICIPANT AND VENDOR THAT REQUIRES THE 791 PURCHASING COOPERATIVE PARTICIPANT TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS, OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE 791 PURCHASING COOPERATIVE PARTICIPANT OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO THE 791 PURCHASING COOPERATIVE PARTICIPANT'S RESPONSIBILITY TO INDEMNIFY ANY PARTY. NOTWITHSTANDING THE FOREGOING, A 791 PURCHASING COOPERATIVE PARTICIPANT MAY STILL AGREE TO INDEMNIFICATION PROVISIONS IN ACCORDANCE WITH APPLICABLE LAW.**

### **3. Disclosures**

- a) 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 Agreement.
- b) Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with 791 PURCHASING COOPERATIVE under a 791 PURCHASING COOPERATIVE Agreement if Vendor feels that such possible conflicts of interest exist. If you believe there is a conflict of interest as described in the form CIQ instruction sheet contained in this RFP, please complete and submit the form CIQ provided as instructed.
- c) 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 Agreement.

### **4. Renewal of Agreements**

The Agreement with 791 PURCHASING COOPERATIVE is for a five (5) year term with three (3) one (1) year options. Any extension of the initial term will be agreed to in writing between 791 PURCHASING COOPERATIVE and Vendor. Nothing herein shall require either party to agree to an extension of the initial term.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with 791 PURCHASING COOPERATIVE Participants Resulting from the Solicitation and with the Vendor Named in this Agreement.**

NO AGREEMENT FOR GOODS OR SERVICES WITH A 791 PURCHASING COOPERATIVE PARTICIPANT BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE 791 PURCHASING COOPERATIVE PARTICIPANT MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE 791 PURCHASING COOPERATIVE PARTICIPANT SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE 791 PURCHASING COOPERATIVE PARTICIPANT FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A 791 PURCHASING COOPERATIVE PARTICIPANT INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE 791 PURCHASING COOPERATIVE PARTICIPANT HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A 791

PURCHASING COOPERATIVE PARTICIPANT AND A 791 PURCHASING COOPERATIVE AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

**5. Invoices**

Vendor is responsible for the invoicing and collection of all funds due from a 791 PURCHASING COOPERATIVE Participant to the Vendor.

**6. Participant Payments**

791 PURCHASING COOPERATIVE Participants will make payments directly to the Vendor for all funds owed as provided for in the 791 PURCHASING COOPERATIVE Contract.

**7. Pricing**

The price Vendor will charge a 791 PURCHASING COOPERATIVE Participant will be defined in the 791 PURCHASING COOPERATIVE Contract and determined at the time Vendor and a 791 PURCHASING COOPERATIVE Participant make purchases through this 791 PURCHASING COOPERATIVE Contract. The price Vendor charges a 791 PURCHASING COOPERATIVE Participant will include the 791 PURCHASING COOPERATIVE annual participation fee.

At no time during the initial term or extended term of this Agreement shall the price charged to a 791 PURCHASING COOPERATIVE Participant exceed the contracted price for **#791202505008 Transportation Network Company Services and Fixed-route Transportation Services**. Notwithstanding the foregoing, the parties agree and acknowledge that Vendor utilizes a dynamic pricing model that shall apply to 791 PURCHASING COOPERATIVE Participant(s).

Language like the following may be added to the Representations Section of the Vendor's 791 PURCHASING **#791202505008 Transportation Network Company Services and Fixed-route Transportation Services**:

"Seller represents that this Agreement, pursuant to the award to (insert vendor's name) as a result of the 791 PURCHASING COOPERATIVE **#791202505008 Transportation Network Company Services and Fixed-route Transportation Services**, complies with the terms and conditions contained in a separate Purchasing agreement between Seller and 791 PURCHASING COOPERATIVE Participants."

**8. Participation Fees**

Vendor agrees to pay 791 PURCHASING COOPERATIVE agrees to pay the participation fee, **1.00%** Sales Admin Fee.

- a) The participation fee will be the total dollars derived from **1.00 %** of total sales volume through this program to 791 PURCHASING COOPERATIVE participants. The participation fee will be included in pricing and billing statements between the awarded vendor and 791 PURCHASING COOPERATIVE Participants.
- b) The 791 PURCHASING COOPERATIVE participation fee will not be a provided as a separate line item to the 791 PURCHASING COOPERATIVE Participant. Vendor 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 Participant. 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.

- c) Prior to delivering a quote to a 791 PURCHASING COOPERATIVE Participant, the awarded vendor(s) will calculate the administrative fee for 791 PURCHASING COOPERATIVE to be included in the quote.

## **9. Intentionally Omitted.**

## **10. Sales Reporting Procedures for Vendor**

Vendor will report any sale under this contract that is made to a 791 PURCHASING COOPERATIVE Participant with the Vendor on a monthly basis. Thus, any order entered in a particular month shall report within thirty (30) business days of the 791 PURCHASING COOPERATIVE Participant issuing a Purchase Order or otherwise purchasing from the vendor under this contract.

## **11. Adoption of Agreement by State or Federal Agencies**

Awarded Vendors may present this agreement to State agencies for adoption by the State. Vendor may agree to pay an additional fee to the State Agency. The Awarded Vendor shall continue to pay the Participation fee to 791 Purchasing Cooperative and report these sales to 791 Purchasing Cooperative. Failure for the Awarded Vendor to comply with this section of the agreement will result in the Awarded Vendor being in breach of the agreement and having their agreement with 791 Purchasing Cooperative terminated for cause.

Furthermore, Awarded Vendor may present this agreement to Federal Government Agencies who may adopt this agreement. Participation fees shall continue to be paid and sales reported to 791 Purchasing Cooperative, even if a fee is paid to the approving Federal Agency. Failure for the Awarded Vendor to comply with this section of the agreement will result in the Awarded Vendor being in breach of this agreement and having their agreement with 791 Purchasing Cooperative terminated for cause.

## **12. Indemnity**

- 1) The parties agree and acknowledge that 791 Purchasing Cooperative shall not be responsible for Vendor's performance under an agreement with a 791 Purchasing Cooperative Participant. Vendor shall offer 791 Purchasing Cooperative the same indemnification as provided to a 791 Purchasing Cooperative Participant. Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party (the "Indemnified Party"), its Affiliates and their respective directors, officers, employees, consultants, agents, successors and assigns from and against all claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorney fees) with respect to any third-party claim, suit, action, or proceeding arising out of or related to (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this Agreement and any applicable Product Addendum, (b) the infringement of a third party's intellectual property rights by the Indemnifying Party, but only if such intellectual property has been used by the Indemnified Party in the manner approved by the Indemnifying Party, or (c) the gross negligence or willful misconduct of the Indemnifying Party in connection with this Vendor Agreement. 12.2 The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or

consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

**13. 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.

**14. Miscellaneous:**

Nothing in the Agreement or in any other communication between 791 PURCHASING COOPERATIVE and the Vendor may be construed as a guarantee that 791 PURCHASING COOPERATIVE Participants will purchase items and services under this contract from the Vendor at any time.

**15. Termination:**

Contract shall terminate at the end of the agreement or at the end of any contract extensions. Either party may terminate for breach of contract which would include bankruptcy, or due to continued failure to perform the terms in this agreement. Prior to exercising termination for breach, the non-breaching party must provide notice by certified mail to provide the other party 30 days to solve the stated problems. However, if this agreement is terminated prior to the end date of the initial term or the end date of an agreed to extension term, any 791 PURCHASING COOPERATIVE Purchase Contract entered into between Vendor and a 791 PURCHASING COOPERATIVE Participant shall survive and will not be terminated. Upon termination of this agreement between 791 PURCHASING COOPERATIVE and the Vendor, this agreement shall survive only insofar as to govern all surviving 791 PURCHASING COOPERATIVE Contracts between the Vendor and 791 PURCHASING COOPERATIVE Participants. Termination for convenience is required under 2 CFR part 200.

**16. Marketing**

Awarded Vendor agrees to allow 791 PURCHASING COOPERATIVE to use their name and logo within the 791 PURCHASING COOPERATIVE website, marketing materials and advertisement. Vendor may use the 791 PURCHASING COOPERATIVE name and logo in marketing the 791 PURCHASING COOPERATIVE Contract to 791 PURCHASING COOPERATIVE Participants or other Texas government or public entities.

**17. Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all applicable local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**18. Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by any 791 PURCHASING COOPERATIVE Participant that utilizes this Agreement. 791 PURCHASING COOPERATIVE reserves the right to audit the accounting for a period of four (4) years or as otherwise required by applicable law, whichever is lesser, from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of four (4) years, or as otherwise required by applicable law, whichever is lesser, from the effective date of termination. 791 PURCHASING COOPERATIVE shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, 791 Purchasing Cooperative shall provide at least thirty (30) days written notice, Vendor shall provide all materials reasonably requested relating to

such audit by 791 Purchasing Cooperative mutually agreed to by the parties and conducted in a manner that's least disruptive to the business operations of Vendor, including but not limited to the standard business hours of Supplier and shall be a remote desk audit. 791 PURCHASING COOPERATIVE shall bear the cost of such audit requested by 791 PURCHASING COOPERATIVE, but all documents maintained by the vendor shall be produced and made available to 791 PURCHASING COOPERATIVE or its agents at no cost.

#### **19. Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and cause of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. **This Clause includes COVID-19 which is a Declared Pandemic and any future Declared Pandemics.**

#### **20. Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, be subject to mediation, arbitration, or an alternative dispute resolution, at the request of either party. Non-binding mediation, arbitration, or an alternative dispute resolution shall be conducted by a mutually agreed upon mediator or arbiter as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Tom Green County, Texas. Agreements reached by any agreed upon alternative dispute resolution shall be reduced to writing, and signed shall thereafter be enforceable as provided by the laws of the State of Texas.

#### **21. Choice of Law**

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

#### **22. Jurisdiction (Venue) and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought to a court of competent jurisdiction in Bexar County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and freely bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

#### **23. Intentionally Omitted.**

**24. Contract Governance**

Any contract made or entered into by 791 PURCHASING COOPERATIVE is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, **The Central Texas Council of Governments, as the Lead Agency for** 791 PURCHASING COOPERATIVE does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

**25. 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 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.

**26. 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.

**27. Smoking**

Persons working under Agreement shall adhere to any applicable local statutes or codes regarding smoking.

**28. Intentionally Omitted.****29. Licenses**

Awarded vendor shall maintain in current status all applicable federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all applicable ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791 PURCHASING COOPERATIVE and its Participants reserves the right to stop work and/or cancel Agreement of any

awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

**30. 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](mailto:admin@791COOP.org)

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

**31. 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.

**32. Registered Felony Convictions and sex offender restrictions**

For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the 791 Purchasing Cooperative Participant. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the 791 Purchasing Cooperative Participant's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**33. Intentionally Omitted.**

**34. Insurance Requirements**

During the Term, Vendor agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

- a) Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage.
- b) Workers' Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).

c) Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit.

d) Upon reasonable request from time to time, Uber shall furnish the 791 Purchasing Cooperative and individual 791 Purchasing Cooperative Participant with a certificate of insurance showing coverage as set forth herein.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWING]**

# **791 PURCHASING COOPERATIVE and VENDOR AGREEMENT**

## **Signature Form**

### **#791202505008 Transportation Network Company Services and Fixed-route Transportation Services:**

#### **Vendor:**

Company Name Raiser, LLC.

Address 1725 3rd Street

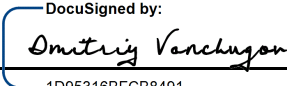
City San Francisco State CA Zip 94158

Phone (415) 223-3885 Fax

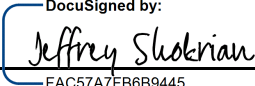
Name of Authorized Representative Dmitriy Vanchugov

Title Head of Transit Partnerships Date October 1, 2025

Email of Authorized Representative: dmitriyv@uber.com

Signature of Authorized Representative  (Required)  
DocuSigned by: 1D95316BFCB8491...

#### **791 PURCHASING COOPERATIVE:**

Authorized Representative Signature:   
DocuSigned by: FAC57A7FB6B9445...

Name Jeffrey Shokrian

Title CEO

Email Jeff@791coop.org

Address 115 Natalen Ave

City San Antonio State TX Zip 78209

Phone 8327525978 Fax 2107573775

Date October 1, 2025