



CITY OF HOUSTON

Finance Department
Strategic Procurement Division

John Whitmire

Mayor

Jedediah Greenfield
Chief Procurement Officer
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.9126
<https://purchasing.houstontx.gov>

May 6, 2025

SUBJECT: Letter of Clarification No. 7

REFERENCE: RFP No.: RFP-2025-0008 Vending Machines and Related Products and Services

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

1. To extend the solicitation due date from May 8, 2025, at 4:00 P.M. (CT) to **May 15, 2025 at 4:00 P.M. (CT)**.
2. To respond to questions posed by prospective proposers.

Question 1	In reference to Section O (Cost Proposal), is the expectation that each net commission column be filled out (0%, 7%, 14%, 21%), or can our company leave those fields blank and create our own custom commission rates?
Response	Please refer to the revised Section O - Cost Proposal. Columns E, F and G are "Proposed Net Price (X% Commission)" for Proposers to customize commission rates. Column H is "Describe condition where commission percentage(s) apply."

END OF LETTER OF CLARIFICATION NO. 7

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

Controller: Chris Hollins

If you have any questions or need further clarification regarding this solicitation, please contact Roy Korthals at roy.korthals@houstontx.gov or 832.393.8734.

Sincerely,

DS
BF

DocuSigned by:



6121834A077641A
Jedediah Greenfield
Chief Procurement Officer

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman
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April 28, 2025

SUBJECT: Letter of Clarification No. 6
Vending Machines and Related Products and Services – Revision 1

REFERENCE: Request for Proposals No.: RFP-2025-0008

TO: All Prospective Proposers:

This Letter of Clarification is issued for the following reason:

1. To extend the solicitation due date from May 1, 2025, at 4:00 P.M. (CT) to **May 8, 2025, at 4:00 P.M. (CT).**

When issued, Letter(s) of Clarification shall automatically become a part of the Proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the Proposer to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a response to this solicitation, Proposers shall be deemed to have received all Letter(s) of Clarification and to have received all Letter(s) of Clarification and to have incorporated them into this Proposal.

If you should have any questions, please contact Roy Korthals at (832) 393-8734 or via email at buyers roy.korthals@houstontx.gov.

Thank you,

DS
DocuSigned by:
A blue ink signature of Jedediah Greenfield.

6121834A077C41A...
Jedediah Greenfield, Chief Procurement Officer
Finance/Strategic Procurement Division



CITY OF HOUSTON

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April 24, 2025

SUBJECT: Letter of Clarification No. 5

REFERENCE: RFP No.: RFP-2025-0008 Vending Machines and Related Products and Services

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

1. In Part 4, Evaluation Process and Criteria in the RFP, **replace:** "page 59 of 90, with attached page 59 of 90 marked revised 4-24-25.
2. The Fee Schedule (Exhibit O) has been revised in the Beacon system.
3. To respond to questions posed by prospective proposers.

Question 1	Page 59 of the solicitation states that there is an available list of the machine types and locations in an attachment. Can the City please provide the attachment list?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The machine types and locations may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 2	Can the City confirm the correct date for the pre-proposal conference? The RFP document lists the meeting date as March 20th, while the Beacon portal indicates February 20th.
Response	On March 5, 2025, Letter of Clarification No. 1 was published on the Beacon portal, updating RFP 2025-0008. This revision included a rescheduled date for the Pre-Proposal Conference, that was scheduled for March 13, 2025.
Question 3	Can the City confirm the due date of the solicitation?
Response	Per the Letter of Clarification No. 4, the solicitation due date is May 1, 2025, 4:00 p.m. (CT)

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Controller: Chris Hollins

Question 4	How many soft drink and snacking vending machines are needed; and for how many buildings?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of soft drink and snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 5	Is it a requirement to be a resident bidder and to have the Hire Houston First designation?
Response	Any company can submit a proposal. Hire Houston First designation is not required.
Question 6	What is the anticipated scope of the vending machine services, including the estimated number of locations and machines required across city facilities?
Response	Solicitation, Appendix B, Section F, 1. Overview: This Request for Proposals (RFP) solicitation is published by the city of Houston, TX (“Lead Agency”) for the purpose of awarding a master cooperative purchasing agreement (the “Master Agreement”) and creating a cooperative purchasing program for Suppliers with related products and services (the “Program”) that shall be available to Participating Agencies. Solicitation, Appendix B, Section F, 3. Purpose: The City seeks proposals from qualified Proposers (or “Proposers”) for vending machines and related products and services to support differing, scalable needs nationwide. The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of soft drink and snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 7	Are there specific types of products (e.g., snacks, beverages, healthy options) or brands the city prefers or mandates for inclusion in the vending machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of soft drink and snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee. <i>Please also refer to Solicitation, Appendix B, Section F, 6. Scope of Work, 6.4.5 through 6.4.15 and Section O – Cost Proposal.</i>

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Question 8	Does the city have any sustainability goals or requirements, such as energy-efficient machines, recyclable packaging, or waste reduction initiatives?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative for vending machines and related products and services. The sustainability goals or requirements, such as energy-efficient machines, recyclable packaging, or waste reduction initiatives may vary by the different organizations that utilize this national cooperative agreement. Also, please also refer to Section N – Technical Proposal, Vending Machines Questionnaire Worksheet, under 2.0 Methodology and Operational Approach to Requested Services/Solution.
Question 9	With the existing vending machine services in place, what are the key points or areas for improvement the city hopes to address?
Response	Key areas of improvement will be discussed with the intended awarded vendor during contract negotiations.
Question 10	Please provide details of the current vending machine service contract with Coca-Cola, including total sales for 2023-2025.
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The details of the current vending machine service contract with Coca-Cola Southwest Beverages, LLC may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 11	Please supply the 2024 commission data for beverage vending machine services, including total volume and percentage rates, to help us understand the financial structure and performance expectations?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The commission data, total volume, and percentage rates may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 12	Does the City of Houston prefer vending machine service commissions to be paid annually, in advance or every month, and how does this preference align with your financial planning objectives?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The commissions to be paid and the financial planning objectives may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 13	How will commission rates factor into the final assessment of submitted proposals?

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Response	Scoring will be based on the lowest NTE base pricing without commission for all products. The Proposers are strongly encouraged to detail their commission rates, what triggers those commission rates, and offer scalable pricing based on regional pricing, or any other flexible customized pricing methodology in Tab 2 of Section O – Cost Proposal. Please refer to the revised attachment, Section O – Cost Proposal.
Question 14	What is the current breakdown of buttonfront/stacker beverage vending machines versus glass-front machines offered, and for public-facing areas, is there a preference for maintaining consistency or opting for an enhanced aesthetic glass-front vending machine?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The breakdown for the types of vending machines and for maintaining consistency may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 15	What are the prevailing beverage prices across each category, and when was the most recent price adjustment implemented?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The prevailing beverage prices across each category and for the most recent price adjustment may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 16	What are the organization's future plans for expansion, including any new construction projects that might require the installation of vending machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. Any future plans for expansion, including any new construction projects may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 17	Section O of the Cost Proposal specifies: "Include fees associated with installing vending machines, micro-markets, and/or coffee service." Is the City of Houston seeking micro-markets and coffee services in addition to vending services?
Response	Tab 2 of Section O has been removed. The Contractor shall furnish all management, supervision, labor, equipment, transportation, supplies, vendor machines, food products, installation and maintenance, and any other resources necessary to provide vending services in Solicitation, Appendix B, Section F, Scope 6.2. The property owner is in charge of utilities cost in Solicitation, Appendix B, Section F, Scope 6.4.1. Please also refer to answer #6.

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Question 18	If the City is seeking micro-markets and coffee services, could you please provide detailed information regarding the intended locations, the quantity of equipment required, and the clientele expected to utilize these machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The micro-markets and coffee services, locations, quantity, and the clientele may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 19	Is it possible to share 3-5 pictures of the current vending machine setup?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The current vending machine setup may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 20	What is the current commission rate on beverage vending machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The commission rates on the beverage vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 21	What is the current commission rate on snack vending machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The commission rates on the snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 22	What were the annual (12-month) total gross sales of snack vending machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The annual twelve-month total gross sales of snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 23	What was the annual (12-month) total beverage vending machine gross sales?

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Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The annual twelve-month total beverage vending machine gross sales may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 24	Will there be one bid awarded, or will there be multiple awards?
Response	Per the Letter of Clarification No. 3, the City intends to enter into one (1) contract for the subject solicitation.
Question 25	If multiple awards, what are the product breakdowns (for beverages, snacks, coffee, etc.)?
Response	Per the Letter of Clarification No. 3, the City intends to enter into one (1) contract for the subject solicitation.
Question 26	How many snack vending machines does the City currently have in each facility?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of snack vending machines at each facility may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 27	How many beverage vending machines does the City currently have in each facility?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of beverage vending machines at each facility may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 28	How many locations/facilities will have vending machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of locations/facilities may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 29	Are there any energy efficiency or sustainability requirements for the vending machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The energy efficiency or sustainability requirements for the vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the

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	City will be discussed during contract negotiations with the recommended awardee.
Question 30	What are the specific locations where vending machines and micro markets will be placed?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The locations of vending machines and micro markets to be placed may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 31	How many Micro Markets are requested for some locations?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of micro markets may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 32	Please provide current sales per year for snacks, beverages, coffee, and food for 2024.
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The sales per year for snacks, beverages, coffee, and food may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 33	How many beverage machines are needed vs vending machines?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of beverage and vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 34	Are respondents encouraged to propose the number of vending machines per site, or is there a preset number currently?
Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of vending machines per facility may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
Question 35	How many vending machines were needed exactly, and how many buildings is this contract for?

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Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of vending machines for each facility may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
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END OF LETTER OF CLARIFICATION NO. 5

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Roy Korthals at roy.korthals@houston.tx.gov or 832.393.8734.

Sincerely,

DS
DocuSigned by:
BF
Yesenia Chuca
8D73A80C652E465

For Jedediah Greenfield
Chief Procurement Officer

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5.5 COST PROPOSAL (30 Points)

COST SCORE

5.5.1 All Proposers must include **Cost Proposal (Section O)** document for all proposed services. Proposers must offer scalable pricing beyond the City's immediate procurement to meet future needs and volumes.

5.5.2 Proposers are strongly encouraged to offer competitive pricing with regional variations to account for vastly differing buying environments throughout the country.

5.5.3 Proposers must demonstrate reasonableness of price with their cost proposal.

5.5.4 Acceptable documentation of reasonableness of price includes the following, in order of precedence, below:

5.5.5 A Contract executed by another Government Entity or Cooperative Purchasing Entity

5.5.5.1 If Contract has expired, the expiration date of the Contract shall be no more than 1 year prior to the date of this Solicitation release;

5.5.5.2 Contract price list and copy of the Contract will be included in the Bidder submission in searchable format (Excel/PDF, respectively).

5.5.5.3 Bidder will include, against the Contract price list, highlighted references to proposed services offered in response to this Solicitation.

5.5.6 A Contract executed by a Business Entity

5.5.6.1 If Contract has expired, the expiration date of the Contract shall be no more than 1 year prior to the date of this Solicitation release;

5.5.6.2 Contract price list and copy of the Contract will be included in the Bidder submission in searchable format (Excel/PDF, respectively).

5.5.6.3 Bidder will include, against the Contract price list, highlighted references to proposed services offered in response to this Solicitation.

5.5.7 Paid Invoices from a Government Entity

5.5.7.1 Paid invoices (amounts that have been paid and funds have been collected) identifying proposed services offered in response to this Solicitation;

5.5.7.2 Invoice date must be no more than 12 months old prior to the date of this Solicitation release; and

5.5.7.3 If submitting multiple paid invoices, they must be provided in PDF searchable format.

5.5.8 Paid Invoices from a Business Entity

5.5.8.1 Paid invoices (amounts that have been paid and funds have been collected) identifying proposed services offered in response to this Solicitation;

5.5.8.2 Invoice date must be no more than 12 months old prior to the date of this Solicitation release; and

5.5.8.3 If submitting multiple paid invoices, they must be provided in PDF searchable format.

5.6 LOCAL PREFERENCE POINTS

To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposers must provide Declaration of Hire Houston First Designation with proposal submission. Note: At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:



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April 11, 2025

SUBJECT: Letter of Clarification No. 4
Vending Machines and Related Products and Services – Revision 1

REFERENCE: Request for Proposals No.: RFP-2025-0008

TO: All Prospective Proposers:

This Letter of Clarification is issued for the following reason:

1. To extend the solicitation due date from April 17, 2025, at 4:00 P.M. (CT) to **May 1, 2025, at 4:00 P.M. (CT)**.

When issued, Letter(s) of Clarification shall automatically become a part of the Proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the Proposer to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a response to this solicitation, Proposers shall be deemed to have received all Letter(s) of Clarification and to have received all Letter(s) of Clarification and to have incorporated them into this Proposal.

If you should have any questions, please contact Roy Korthals at (832) 393-8734 or via email at buyers roy.korthals@houstontx.gov.

Thank you,

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DocuSigned by:

A blue ink signature of Jedediah Greenfield.

Jedediah Greenfield, Chief Procurement Officer
Finance/Strategic Procurement Division



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March 21, 2025

SUBJECT: Letter of Clarification No. 3
Vending Machines and Related Products and Services – Revision 1

REFERENCE: Request for Proposals No.: RFP-2025-0008

TO: All Prospective Proposers

This Letter of Clarification is issued for the following reason:

1. To remove references within the solicitation regarding the City's intent to enter into one or more contracts. **The City intends to enter into one (1) contract for the subject solicitation.**

END OF LETTER OF CLARIFICATION NO. RFP-2025-0008

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Roy Korthals at roy.korthals@houstontx.gov or 832.393.8734.

Sincerely,

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Jedediah Greenfield
Chief Procurement Officer

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March 5, 2025

SUBJECT: Letter of Clarification No. 1
Vending Machines and Related Products and Services

REFERENCE: RFP No.: RFP-2025-008

TO: All Prospective Proposers:

This Letter of Clarification is issued for the following reason:

1. To replace RFP 2025-008 Vending Machines and Related Products Services with **RFP-2025-008 Vending Machines and Related Products Services Revision. 1**, marked revised 3/5/2025.

When issued, Letter(s) of Clarification shall automatically become a part of the Proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the Proposer to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a response to this solicitation, Proposers shall be deemed to have received all Letter(s) of Clarification and to have received all Letter(s) of Clarification and to have incorporated them into this Proposal.

If you have any questions, please contact Roy Korthals at (832) 393-8734 or roy.korthals@houstontx.gov.

Thank you,

DS DocuSigned by:
BF *Yesenia Olvera*

For Jedediah Greenfield, Chief Procurement Officer
Finance/Strategic Procurement Division

REVISED 3/5/2025



NOTICE TO RESPONDENT

Request for Proposals (**Revision 1**)

Issued by:

CITY OF HOUSTON, TX

for

Vending Machines and Related Products and Services

SUBMITTAL DEADLINE: April 17, 2025, 4:00 p.m. (CT)



REQUEST FOR PROPOSALS (RFP)

SOLICITATION TITLE: Vending Machines and Related Products and Services – Revision 1

SOLICITATION NO.: RFP-2025-0008

Date Issued: February 7, 2025

Pre-Proposal Conference: March 13, 2025 @ 10:00 AM (CT)
 Microsoft Teams Meeting
 Join on your computer or mobile app
[\(Join the meeting now\)](#)
 Meeting ID: 246 755 706 633
 Passcode: Ft7Bh76S
 Or call in (audio only)
 Conference Number: +1 936-755-1521
 Conference ID: 640850572#
 (Please mute your phone for the duration of the call)

Pre-Proposal Questions Deadline: March 21, 2025@ 4:00 PM (CT)

Solicitation Due Date: April 17, 2025@ 4:00 PM(CT)

Solicitation Contact Person: Roy Korthals
 roy.korthals@houston.tx.gov
 832-393-8734

Project Summary: The City of Houston ("City") is seeking proposals from qualified Contractors to provide vending machines at various City locations and facilities. This is for a three (3) year contract with two (2) one-year options to renew annually, for a maximum five (5) year term.

NIGP Code: 740-85

MWBE Goal: 0%

Important Notice About the City's Early Payment Discount Program: The City's standard payment term is to pay 30 days after the receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from the vendor.

DS
 BP
 DocuSigned by:

 8D73A80C652E465...
 For **Jedediah Greenfield, Chief Procurement Officer**



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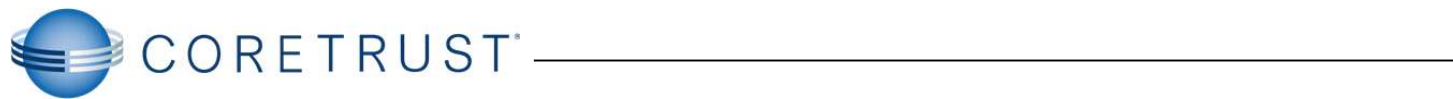
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GENERAL CONTRACT DOCUMENTS AND INFORMATION

The following sets forth the contract documents contained in this suite of documents as applicable to CoreTrust, Lead Agency, Supplier, and the applicable participating agency.

DOCUMENT	TITLE	PARTIES	PURPOSE
APPENDIX A			
Section A	Participating Agency Requirements	Participating Agency, Lead Agency, and Supplier	These Sections provide the Participating Agency’s and Lead Agency’s respective statutory and regulatory requirements with which the Supplier must comply. *Sections A and B may be modified as necessary to meet an individual participating public entity’s statutory and regulatory requirements.
Section B	Lead Agency Requirements		
Section C	Federal Contract Terms and Conditions		
Section D	New Jersey Business Compliance		
Section E	State Notice Addendum		
APPENDIX B			
Section F	Background & Scope	Lead Agency, Supplier, and CoreTrust	These Sections provide the solicitation purpose(s), general scope, submission requirements, and evaluation and award information.
Section G	Submission Protocol; Evaluation; Award		
Section H	Requirements for National Cooperative Contract		
Section I	Form of Master Agreement	Lead Agency and Supplier	The Master Agreement defines: (i) the relationship between Lead Agency and Supplier; and (ii) the terms and pricing of Supplier’s products and/or services offered to Participating Agencies.
Section J	Master Agreement Acceptance Form		
Section K	Form of Administration Agreement	Supplier and CoreTrust	The Administration Agreement defines the roles and obligations of CoreTrust and Supplier regarding marketing and selling CoreTrust’s cooperative purchasing program to Participating Agencies.
Section L	Form of Master Intergovernmental Cooperative Purchasing Agreement	Lead Agency and CoreTrust	The Master Intergovernmental Cooperative Purchasing Agreement allows Lead Agency’s Participating Agencies to acquire Supplier’s products and/or



			services through CoreTrust's cooperative purchasing program.
Section M	Lead Public Agency Certificate	Lead Agency, Supplier, and CoreTrust	The Lead Public Agency Certificate is the Lead Agency's agreement to adhere to the terms of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA)
Section N	Technical Proposal		Sections N and O are designated for the Supplier's use when developing their technical and cost proposals.
Section O	Cost Proposal		



ORDERS OF PRECEDENCE

This contract is composed of the documents set forth in the Table of Contents. For purposes of this solicitation, conflicts among these documents shall be resolved in the following order of precedence:

1. Section F – Background & Scope
2. Section G – Submission Protocol; Evaluation; Award
3. Section A – Participating Agency Requirements
4. Section B – Lead Agency Requirements
5. Section C – Federal Contract Terms and Conditions
6. Section D – New Jersey Business Compliance
7. Section E – State Notice Addendum
8. Section K – Form of Administration Agreement
9. Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement
10. Section I – Form of Master Agreement
11. Section N – Technical Proposal
12. Section O – Cost Proposal
13. Section H – Requirements for National Cooperative Contract
14. Section J – Master Agreement Acceptance Form
15. Section M – Lead Public Agency Certificate

For purposes of the awarded contract, conflicts among these documents shall be resolved in the following order of precedence:

1. Section A – Participating Agency Requirements
2. Section B – Lead Agency Requirements
3. Section C – Federal Contract Terms and Conditions
4. Section D – New Jersey Business Compliance
5. Section E – State Notice Addendum
6. Section F – Background & Scope
7. Section K – Administration Agreement
8. Section L – Master Intergovernmental Cooperative Purchasing Agreement
9. Section I – Master Agreement
10. Section N – Technical Proposal
11. Section O – Cost Proposal



APPENDIX A – REQUIREMENTS

SECTION A – PARTICIPATING AGENCY REQUIREMENTS

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SECTION B – LEAD AGENCY REQUIREMENTS

GENERAL INFORMATION

1. GENERAL INFORMATION

The City is currently seeking proposals from qualified vendors to provide vending machines and related products and services and other related services in all categories. The City intends to enter into one or more contracts for an initial term of three (3) years with two (2) one-year options to renew annually, for a total potential term of five (5) years.

2. CITY OF HOUSTON BACKGROUND

The City is the fourth largest city in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of \$50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

3. TEXAS PUBLIC INFORMATION ACT

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Proposers may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any proposer should their information be requested under the TPIA and proposers will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.



SPECIAL CONDITIONS

1. NO CONTACT PERIOD

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2. MINORITY AND WOMAN BUSINESS ENTERPRISES ("M/WBE")

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at <https://www.houstontx.gov/obo/policies-procedures.html>. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **0%** of the value of the Agreement to certified MWBEs. If the Contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified M/WBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with M/WBE subcontractors/supplies to mediation provided by OBO if other attempts do not result in a resolution.

3. PROTESTS

Protests shall be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>.

4. CANCELLATION

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.



5. EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY SERVICE CONTRACTS AND PURCHASING

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>.

6. PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

7. COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

Anti-Boycott of Israel. Vendor certifies that vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Code, Vendor certifies that, at the time of this Agreement neither vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.



INSTRUCTIONS TO PROPOSERS

1. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the date, time, and location indicated on the second page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

2. ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

Requests for additional information and questions shall be addressed to the Finance Department, Strategic Procurement Division, **Roy Korthals**, preferably by e-mail to roy.korthals@houstontx.gov or by telephone at **(832) 393-8734** no later than the date and time shown on page two of this document. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

3. LETTER(S) OF CLARIFICATION

3.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP shall be used in preparing Proposal responses.

3.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

3.3 Proposers may submit no more than 25 questions relating to this solicitation. Should more than 25 questions be received from a single Proposer, the City will only respond to the first 25 questions received

4. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

4.1 Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

4.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

5. POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).



REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

1. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
2. Declaration of Hire Houston First Designation (Exhibit II – Attachment “D”)
3. City of Houston Ownership Information Form (Exhibit III)
4. Anti-Collusion Statement (Exhibit IV)
5. Conflict of Interest Questionnaire (Exhibit V)
6. Equal Opportunity Clause (Exhibit VI)
7. Technical Proposal (Section N)
8. Cost Proposal (Section O)
9. Federal Contract Terms and Conditions Certification Form (Section C)
11. New Jersey Business Compliance (Section D)
 - Attachments 1-7
10. Master Agreement Acceptance Form (Section J)
11. Appendix B, Section G – Submission Protocol, Evaluation, Award, 4. Evaluation Process and Criteria, 9.0 Other Required Information.



REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Contractor after the award recommendation:

1. Insurance Requirements and Insurance Certificate
2. Drug Policy Compliance Agreement (Exhibit "B"); Contractor's Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit "C"); Drug Policy Compliance Declaration (Exhibit "D")
3. City Contractors' Pay or Play Acknowledgement Form (POP-1) [pop1.pdf \(houstontx.gov\)](#), Certification of Compliance with Pay or Play Program (POP-2) [pop2.pdf \(houstontx.gov\)](#), and List of Participating Subcontractors (POP-3) [pop3.pdf \(houstontx.gov\)](#).
4. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
5. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Create a certificate at <https://www.ethics.state.tx.us/filinginfo/1295/>.
6. Signed M/WBE Forms (Exhibit II): Attachment "A" M/WBE Participation Plan/Good Faith Efforts, Attachment "B" Letter of Intent; Attachment "C" Certified M/WBE Subcontracting Agreement Terms
7. Form of Administration Agreement (Section K)
 - Administration Agreement
 - Attachment A – Terms and Conditions
 - Schedule 1 To Attachment A - Form of Administrative Fee Report



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SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS

[Attachment to Follow]



FEDERAL CONTRACT TERMS AND CONDITIONS

When a participating agency seeks to procure goods and services using funds under a Federal grant or contract, specific Federal laws, regulations, and requirements may apply in addition to those under state law, including without limitation the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “**Uniform Guidance**” or “**EDGAR**” requirements).

All Respondents submitting proposals must complete this Federal Contract Terms and Conditions certification form regarding Respondent’s compliance with certain requirements which may be applicable to specific participating agency purchases using Federal grant funds. This completed form shall be made available to Participating Agencies for their use while considering their purchasing options when using Federal grant funds. Participating Agencies may also require supplier partners to enter into ancillary agreements, in addition to the Master Agreement’s general terms and conditions, to address the Participating Agency’s specific contractual needs, including contract requirements for a procurement using Federal grants or contracts.

For each of the items below, Respondent should certify its agreement and ability to comply, where applicable, by having its authorized representative sign the acknowledgment at the end of this form. If Respondent fails to complete any item in this form, CoreTrust shall consider Respondent’s response to be that it is unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the supplier partner using Federal funds.

1. SUPPLIER PARTNER VIOLATION OR BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where supplier partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award shall be subject to the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Participating Agency construction contract agreed upon by supplier partner and the Participating Agency which must be consistent with and protect the Participating Agency at least to the same extent as the Master Agreement.

The remedies under this agreement are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these supplier partner violation and breach of contract terms.

Does vendor agree? _____ (Initials of Authorized Representative)

2. TERMINATION FOR CAUSE OR CONVENIENCE

When a participating agency expends Federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by supplier partner in the event supplier partner fails to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to supplier partner, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent shall be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other supplier partners when it is in participating agency’s best interest.

Does vendor agree? _____ (Initials of Authorized Representative)

3. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause



provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and supplier partner agrees that it shall comply with such provision.

Does vendor agree? _____ (Initials of Authorized Representative)

4. DAVIS-BACON ACT

When required by Federal program legislation, supplier partner agrees that, for all participating agency prime construction contracts / purchases in excess of two thousand dollars (\$2,000), supplier partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, supplier partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, supplier partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the supplier partner is conditioned upon supplier partner's acceptance of the wage determination.

Supplier partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.") The Act provides that each supplier partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____ (Initials of Authorized Representative)

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, supplier partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, supplier partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one-and-a-half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____ (Initials of Authorized Representative)

6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier partner agrees to comply with the above requirements when applicable.



Does vendor agree? _____ (Initials of Authorized Representative)

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, supplier partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____ (Initials of Authorized Representative)

8. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier partner certifies that supplier partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier partner further agrees to immediately notify CoreTrust and all Participating Agencies with pending purchases or seeking to purchase from supplier partner if supplier partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____ (Initials of Authorized Representative)

9. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) - Supplier partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, supplier partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Respondent SIGNATURE _____

10. PROCUREMENT OF RECOVERED MATERIALS

For participating agency purchases utilizing Federal funds, Supplier partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may be required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring



solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____ (Initials of Authorized Representative)

11. PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using Federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, supplier partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, supplier partner agrees that the total price, including profit,



charged by supplier partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under supplier partner's Master Agreement.

Does vendor agree? _____ (Initials of Authorized Representative)

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Supplier partner agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____ (Initials of Authorized Representative)

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? _____ (Initials of Authorized Representative)

14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES

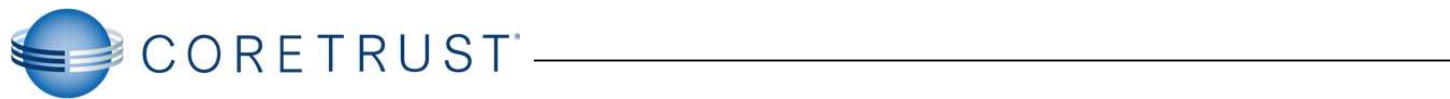
In addition to the foregoing specific requirements, supplier partner agrees, in accepting any purchase order from a Participating Agency, it shall make a good faith effort to work with Participating Agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including without limitation applicable recordkeeping and record retention requirements.

Does vendor agree? _____ (Initials of Authorized Representative)

15. APPLICABILITY TO SUBCONTRACTORS

Supplier partner agrees that all contracts it awards pursuant to the Master Agreement shall be bound by the foregoing terms and conditions.

Does vendor agree? _____ (Initials of Authorized Representative)



By my signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

<i>Printed Name of Representative</i>	<i>Signature</i>	<i>Date</i>
<i>Company Name</i>	<i>Address</i>	<i>DUNS No. (if applicable)</i>



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SECTION D – NEW JERSEY BUSINESS COMPLIANCE

[Attachment to Follow]

**NEW JERSEY BUSINESS COMPLIANCE**

Respondents intending to do business in the State of New Jersey shall comply with policies and procedures required by New Jersey statutes. All Respondents must complete and submit the following forms to meet the requirements of doing business in this state. Failure to comply shall affect the ability to promote the Master Agreement in the State of New Jersey as required hereunder.

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certificate

New Jersey vendors are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

[Attachments to Follow]



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ATTACHMENT 1 – OWNERSHIP DISCLOSURE FORM (N.J.S.A. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440, Respondent shall complete the form attached to these specifications listing the persons owning ten percent (10%) or more of the firm presenting the proposal.

Respondent Full Name:	[TO BE COMPLETED BY RESPONDENT]
Respondent Address:	[TO BE COMPLETED BY RESPONDENT]

Please complete the below, as applicable:

I, **[TO BE COMPLETED BY RESPONDENT]**, certify that I am the sole owner of **[TO BE COMPLETED BY RESPONDENT]**, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR

I, **[TO BE COMPLETED BY RESPONDENT]**, a partner in **[TO BE COMPLETED BY RESPONDENT]**, do hereby certify that the following is a list of all individual partners who own a ten percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of that corporation's stock or the individual partners owning ten percent (10%) or greater interest in that partnership.

OR

I, **[TO BE COMPLETED BY RESPONDENT]**, an authorized representative of **[TO BE COMPLETED BY RESPONDENT]**, a corporation, hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of the corporation's stock or the individual partners owning a ten percent (10%) or greater interest in that partnership.

**Note: if there are no partners or stockholders owning ten percent (10%) or more interest, indicate "None."*

NAME	ADDRESS	INTEREST

I further certify that the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Authorized Signature

Printed Name

Title

Date



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ATTACHMENT 2 – NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

Respondent Name:	[TO BE COMPLETED BY RESPONDENT]
Respondent Address:	[TO BE COMPLETED BY RESPONDENT]

State of New Jersey
County of [COUNTY]

I, [NAME], residing in [MUNICIPALITY] in the County of [COUNTY], State of [STATE] of full age, being duly sworn according to law on my oath depose and say that:

I am the [JOB TITLE] of the firm of [COMPANY NAME], the Respondent making the Proposal for the goods, services, or public work specified under the [TITLE OF BID PROPOSAL] attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the [NAME OF CONTRACTING UNIT] relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by [COMPANY NAME].

Subscribed and sworn to
before me this day

_____, 20__

Signature

Type or print name of affiant under signature

Notary Public Signature

My Commission expires _____,
20__

(Seal)



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**ATTACHMENT 3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, c. 127)**

Respondent Full Name:	[TO BE COMPLETED BY RESPONDENT]
Respondent Address:	[TO BE COMPLETED BY RESPONDENT]

Proposal Certification: Indicate below your company's compliance with the New Jersey Affirmative Action regulations. Respondent's proposal shall be accepted even if not in compliance at this time. No contract and / or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Documentation:

Respondent shall submit with its proposal:

- (1) Letter of Federal Affirmative Action Plan Approval

OR

- (2) Certificate of Employee Information Report

OR

- (3) Employee Information Report Form AA302

Public Work – Project Cost over \$50,000:

- (1) If Respondent has no approved Federal or New Jersey Affirmative Action Plan, Company shall complete New Jersey Form AA-201 upon award; or
- (2) Respondent has a federal or New Jersey Affirmative Action Plan, and the certificate is enclosed.

I further certify the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Authorized Signature

Printed Name

Title

Date

**CORETRUST****MANDATORY AFFIRMATIVE ACTION LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)****N.J.A.C. 17:27****PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it shall discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Respondent



ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission shall not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This shall assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They shall be updated from time-to-time as necessary.

b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**

c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

d) The form may be used “as-is”, subject to edits as described herein.

e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This shall assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**



ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract;
 - of that county in which that public entity is located;
 - of another public entity within that county; or
 - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This shall assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

*N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



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ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	[TO BE COMPLETED BY RESPONDENT]		
Address:	[TO BE COMPLETED BY RESPONDENT]		
City:	[CITY]	State: [STATE]	Zip: [ZIP CODE]

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[PRINTED NAME]

[TITLE]

Signature of Vendor

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s).



ATTACHMENT 4

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



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ATTACHMENT 5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: **[TO BE COMPLETED BY RESPONDENT]**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholders owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | | |

Sign and notarize the form below and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Subscribed and sworn to
before me this day
_____, 20__

Affiant

Type or print name of affiant under signature

Notary Public Signature

My Commission expires _____, 20__

(Seal)



ATTACHMENT 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.



**ATTACHMENT 7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as part of their proposal. Failure to do so shall disqualify Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)



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SECTION E – STATE NOTICE ADDENDUM

[Attachment to Follow]



STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with CoreTrust and access the Master Agreement made pursuant to this solicitation, and hereby given notice of the foregoing solicitation for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	Commonwealth of Puerto Rico			

Lists of political subdivisions, local governments, and tribal governments in the above referenced states / districts may be found at <https://www.usa.gov/state-governments>. Notwithstanding anything to the contrary herein, the aforementioned lists are not exhaustive; to the extent any new public agency, entity, or political subdivision is formed after the publication date of this solicitation, such new agency, entity, or subdivision shall be deemed contemplated hereunder.

[Remainder of page intentionally left blank.]



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**CITIES, TOWNS, VILLAGES, AND
BOROUGHs INCLUDING BUT NOT
LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND
RECREATION DEPT., OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR

CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR CITY OF
ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CIT OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY
OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT

CEDAR FORT, UT
 CITY OF CEDAR HILLS, UT
 CENTERFIELD, UT
 CENTERVILLE CITY CORPORATION, UT
 CENTRAL VALLEY, UT
 CHARLESTON, UT
 CIRCLEVILLE, UT
 CLARKSTON, UT
 CLAWSON, UT
 CLEARFIELD, UT
 CLEVELAND, UT
 CLINTON CITY CORPORATION, UT
 COALVILLE, UT
 CORINNE, UT
 CORNISH, UT
 COTTONWOOD HEIGHTS, UT
 DANIEL, UT
 DELTA, UT
 DEWEYVILLE, UT
 DRAPER CITY, UT
 DUCHESNE, UT
 EAGLE MOUNTAIN, UT
 EAST CARBON, UT
 ELK RIDGE, UT
 ELMO, UT
 ELSINORE, UT
 ELWOOD, UT
 EMERY, UT
 ENOCH, UT
 ENTERPRISE, UT
 EPHRAIM, UT
 ESCALANTE, UT
 EUREKA, UT
 FAIRFIELD, UT
 FAIRVIEW, UT
 FARMINGTON, UT
 FARR WEST, UT
 FAYETTE, UT
 FERRON, UT
 FIELDING, UT
 FILLMORE, UT
 FOUNTAIN GREEN, UT
 FRANCIS, UT
 FRUIT HEIGHTS, UT
 GARDEN CITY, UT
 GARLAND, UT
 GENOLA, UT
 GLENDALE, UT
 GLENWOOD, UT
 GOSHEN, UT
 GRANTSVILLE, UT
 GREEN RIVER, UT
 GUNNISON, UT
 HANKSVILLE, UT

HARRISVILLE, UT
 HATCH, UT
 HEBER CITY CORPORATION, UT
 HELPER, UT
 HENEFER, UT
 HENRIEVILLE, UT
 HERRIMAN, UT
 HIDEOUT, UT
 HIGHLAND, UT
 HILDALE, UT
 HINCKLEY, UT
 HOLDEN, UT
 HOLLADAY, UT
 HONEYVILLE, UT
 HOOPER, UT
 HOWELL, UT
 HUNTINGTON, UT
 HUNTSVILLE, UT
 CITY OF HURRICANE, UT
 HYDE PARK, UT
 HYRUM, UT
 INDEPENDENCE, UT
 IVINS, UT
 JOSEPH, UT
 JUNCTION, UT
 KAMAS, UT
 KANAB, UT
 KANARRAVILLE, UT
 KANOSH, UT
 KAYSVILLE, UT
 KINGSTON, UT
 KOOSHAREM, UT
 LAKETOWN, UT
 LA VERKIN, UT
 LAYTON, UT
 LEAMINGTON, UT
 LEEDS, UT
 LEHI CITY CORPORATION, UT
 LEVAN, UT
 LEWISTON, UT
 LINDON, UT
 LOA, UT
 LOGAN CITY, UT
 LYMAN, UT
 LYNNDYL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT

MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT

ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT
 SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT

WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES
INCLUDING BUT NOT LIMITED

TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA,
CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S
OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY
DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT,
OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE,
OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED
GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION &
VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR

MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE,
OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS,
LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S
OFFICE, OR
TILLAMOOK COUNTY GENERAL
HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT

COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON,
UT

**OTHER AGENCIES INCLUDING
ASSOCIATIONS, BOARDS,
DISTRICTS, COMMISSIONS,
COUNCILS, PUBLIC CORPORATIONS,
PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND
UTILITIES INCLUDING BUT NOT
LIMITED TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT
BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BOARDMAN PARK AND RECREATION
DISTRICT
CENTRAL CITY ECONOMIC
OPPORTUNITY CORP, LA
CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD,
LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY
DISTRICT CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE
UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE
ASSOCIATION
CHEHALEM PARK AND RECREATION
DISTRICT
DAVID CROCKETT STEAM FIRE
COMPANY #1, LA
EUGENE WATER AND ELECTRIC
BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION,
LA
LAFOURCHE PARISH HEALTH UNIT –
DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE
COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION

MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT
(METRO)
MULTNOMAH EDUCATION SERVICE
DISTRICT
NEW ORLEANS REDEVELOPMENT
AUTHORITY, LA
NORTHEAST OREGON HOUSING
AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION,
OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY
ACTION
OREGON HOUSING AND
COMMUNITY SERVICES
OREGON LEGISLATIVE
ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST
COMMISSION
SAINT MARY PARISH REC DISTRICT
2
SAINT MARY PARISH REC DISTRICT
3
SAINT TAMMANY FIRE DISTRICT 4,
LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF
NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE
DISTRICT, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON
TUALATIN HILLS PARK &
RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND
RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED
TO:**

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT

BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR SCHOOL
DISTRICT
CADDO PARISH SCHOOL
DISTRICT
CALCASIEU PARISH SCHOOL
DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN
ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF
CENTRAL OREGON
CENTENNIAL SCHOOL
DISTRICT
CENTRAL CATHOLIC HIGH
SCHOOL
CENTRAL POINT SCHOOL
DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL
DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL
DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT
SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL
DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL
DISTRICT
GRESHAM BARLOW JOINT SCHOOL
DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE
DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL
DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL
DISTRICT 509-J

JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL
DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL
DISTRICT
MARION COUNTY SCHOOL
DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT
NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST,
OR
MULTNOMAH EDUCATION SERVICE
DISTRICT
MULTISENSORY LEARNING
ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL
DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL
DISTRICT
NORTH DOUGLAS SCHOOL
DISTRICT
NORTH WASCO CITY SCHOOL
DISTRICT 21
NORTHWEST REGIONAL
EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT
NOA6
ORLEANS PARISH SCHOOL
DISTRICT
PHOENIX-TALENT SCHOOL
DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT

CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT

MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT

TINTIC SCHOOL DISTRICT, UT
 TOOEE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION INCLUDING, BUT NOT LIMITED TO:

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY
 HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL
 MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE
 UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE
 UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA
 UNIVERSITY
 SOUTHERN OREGON UNIVERSITY
 (OREGON UNIVERSITY
 SYSTEM)
 SOUTHWESTERN OREGON
 COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY
 COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF
 REGENTS
 UNIVERSITY OF HAWAII-HONOLULU
 COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE
 SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES
 CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER
 EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY,
 UT

SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE,
 UT
 UTAH COLLEGE OF APPLIED
 TECHNOLOGY, UT

**STATE AGENCIES INCLUDING BUT NOT
 LIMITED TO:**

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT
 ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF
 TRANSPORTATION
 HAWAII HEALTH SYSTEMS
 CORPORATION
 OFFICE OF MEDICAL ASSISTANCE
 PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT
 COALITION
 OREGON DEPARTMENT OF
 EDUCATION
 OREGON DEPARTMENT OF
 FORESTRY
 OREGON DEPT OF
 TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF
 NURSING
 OREGON STATE DEPT OF
 CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION
 CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE
 OF HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL
 DISTRICT ATTORNEY
 STATE OF UTAH



APPENDIX B – REQUEST FOR PROPOSALS

SECTION F – BACKGROUND & SCOPE

1. OVERVIEW

This Request for Proposals solicitation (“**solicitation**”) is published by the City of Houston, TX (“**Lead Agency**”) for the purpose of awarding a master cooperative purchasing agreement (the “**Master Agreement**”) and creating a cooperative purchasing program for Suppliers with related products and services (the “**Program**”) that shall be available to Participating Agencies (as defined below). Companies and organizations which respond to this solicitation (“**Respondents**”) and are awarded a Master Agreement are referred to throughout this solicitation and supporting documentation as a “**Supplier**.”

By purchasing Products & Services (as defined herein) under the Master Agreement through the Program administered by CoreTrust Purchasing Group LLC (“**CoreTrust**”), a public entity is a “**Participating Agency**” and agrees to be bound by the terms of the Master Agreement, which includes and is subject to the **Master Intergovernmental Cooperative Purchasing Agreement** attached hereto as Section L. Each Participating Agency may be required to acknowledge or certify its agreement to additional statutory terms in writing as may be required by CoreTrust and/or Lead Agency. Where any public entity pursuing benefits of the Program hereunder is previously registered with or is otherwise an existing member of CoreTrust’s cooperative purchasing program, the terms of this solicitation (and all documents attached hereto) shall control over all prior agreements with respect to such public entity’s enrollment in CoreTrust’s cooperative purchasing program and the benefits afforded to members thereof.

CoreTrust is a cooperative purchasing organization working together with public procurement leaders to create high quality, cooperative contracts that optimize cost savings, drive compliance and efficiency, and provide effective outcomes to public sector agencies. CoreTrust cooperative contracts also actively support local labor markets, ensuring a holistic approach to sustainable growth and impact.

By leveraging the CoreTrust suite of cooperative contracts, you will gain access to contracts and discounts from leading suppliers of products and services across a wide variety of industries and benefit from a streamlined procurement process.

2. PRODUCTS AND SERVICES

The Products & Services contemplated under this solicitation are as described below:

Product & Service Category	Product & Service Description
NAICS 445132 Vending Machine Operators NIGP 165 92 Vending Machines, Non-Refrigerated NIGP 740 85 Vending Machines, Refrigerated	Machine-Based Comprehensive Vending Services

3. PURPOSE

The City of Houston (“City”) seeks proposals from qualified Proposers (or “Proposers”) for vending machines and related products and services to support differing, scalable needs nationwide. Vending machine services will generally include the supply of equipment, vending machines, and products (e.g., beverages, juices, candy, chips, etc.). The purpose of the resulting Contract will be to provide convenient, cost-effective vending services to City staff and visitors.



4. BACKGROUND

The City of Houston is partnering with CoreTrust to receive proposals from qualified vendors for machine-based comprehensive vending services in all categories.

5. SCHEDULE OF EVENTS

Event	Date
Issue Solicitation	February 7, 2025
Pre-Proposal Conference	March 13, 2025, 10:00 AM (CST)
Questions Deadline	March 21, 2025, 4:00 PM (CST)
Proposal Submission Deadline	April 17, 2025, 4:00 p.m.
Notification of Intent to Award (estimated)	September 2025
Approval Date (estimated)	September 2025
Contract Start Date (estimated)	October 2025

6. SCOPE OF WORK

VENDING MACHINES AND RELATED PRODUCTS AND SERVICES

- 6.1 All proposals must be made based on and either meet or exceed the requirements included herein.
- 6.2 The Contractor shall furnish all management, supervision, labor, equipment, transportation, supplies, vendor machines, food products, installation and maintenance, and any other resources necessary to provide vending services. The Contractor shall supply first-quality equipment, products, and services in a timely, efficient, and satisfactory manner.
- 6.3 Vending Machines, for the purpose of this solicitation and resulting Contract, shall be defined as:
 - 6.3.1 An ADA-compliant 24/7 self-service machine offering non-expired food, beverages, and/or other vending products to be safely dispensed via a system of levers to deliver the in-stock item(s) when customers select desired products and successfully use a secure system of payment (coin, cash, card and/or digital).
 - 6.3.2 The City will accept "new" or "like new" vending machines. All vending machines remain as property of the Contractor.
- 6.4 Proposers shall offer in their proposals, at the minimum, for the City:
 - 6.4.1 The City and all future entities buying from the resulting Contract shall provide their own water line (e.g., for machines supplying coffee) and electricity (to all vending machines acquired through this RFP).
 - 6.4.2 Proposers must provide technical specifications, pricing for vending machines, and nutritional information for consumable offerings. Proposers must also specify whether or not their proposed vending machines offer touchscreen features and, if so, what they are. Proposed pricing shall be net and inclusive of shipping and delivery costs.
 - 6.4.3 Vending machines distributing food and beverages must adhere to temperature controls for food safety in accordance with FDA Food Codes (<https://www.fda.gov/food/retail-food-protection/fda-food-code>). Hot-holding vending machines shall keep hot foods at or above 140F, and hot food will be wrapped



in well-insulated containers. Fresh food and refrigerated vending machines shall keep cold foods at or below 40F.

- 6.4.4 Vending machines shall include a temperature verification device (a thermometer or other temperature-measuring device) that shall measure air temperature inside the vending machine, and refrigerated and hot-holding machines must have an automatic shutoff feature if temperatures enter an unsafe range as determined by FDA Food Code (Air temperature cannot exceed 41°F for more than 30 minutes for refrigerated vending machines and air temperature cannot be less than 135°F for 20 minutes for hot-holding vending machines).
- 6.4.5 Perishable foods and beverages shall include a clearly visible expiration date. Expiration dates of all products and products in stock in the vending machines will be tracked remotely and/or in person onsite.
- 6.4.6 Provide a variety of snacks and beverages to meet all patrons' dietary needs and preferences. No machine shall be stocked with an overabundance of any one product unless so requested.
- 6.4.7 Calorie and nutrition information will be clear, conspicuous, and prominently placed for consumers to review.
- 6.4.8 Fresh foods will have a high refresh/restock rate to ensure the best quality and freshness, especially where vending machines are placed for shelter-in-place government operations such as emergency operation centers and 911 centers.
- 6.4.9 All vending machines must be securely sealed to prevent tampering and against rodents and insects.
- 6.4.10 Vending machines shall have diverse payment options – cash, coin, credit card reader, and digital. Proposers will specify if their machines accept ApplePay and Google Wallet.
- 6.4.11 Proposer shall ensure that payment systems are up to date to protect consumer information and to prevent theft and fraud.
- 6.4.12 Proposers shall provide a cyber security plan and protocols to protect consumer PPI and ensure PCI compliance as a supplemental document (searchable PDF format) to support their technical competence. The awarded Contractor shall maintain their cyber security plan and protocols to protect consumer PPI and ensure PCI compliance throughout the life of the resultant Contract.
- 6.4.13 Vending machines and their payment systems shall be protected against skimming machines and other methods of fraud or theft.
- 6.4.14 Proposers shall provide a catalog of consumable products. Proposers shall be able to supply the City with their procurement needs and provide pricing on products within the scope of the resulting Contract.
- 6.4.15 Below is an example of market basket categories. Proposers may find in the Exhibit VII Proposed Price List. Proposed Net Pricing shall mean the pricing charged in the vending machine.
 - 6.4.15.1 Can soda
 - 6.4.15.2 20 oz. bottle drinks
 - 6.4.15.3 Energy drinks
 - 6.4.15.4 Energy drink (premium)
 - 6.4.15.5 Salty snacks
 - 6.4.15.6 Salty snack (premium/healthy)



- 6.4.15.7 Candy
- 6.4.15.8 Large candy/peg packs
- 6.4.15.9 Fresh food (No commission allowed on fresh food)
- 6.4.15.10 Hot beverages, including coffee

- 6.4.16 Proposers are encouraged to offer additional flexible pricing based on regional markets or any other variation of flexible pricing to meet the needs of various markets nationally. Proposers may provide their pricing based on varying commissions.
- 6.4.17 Proposers may offer premium products as upgrades and detail their upcharges for such items. Proposers are welcome to add rows to present the full range of their offerings within the scope.
- 6.4.18 Proposers shall also offer health option foods as defined by the FDA as nutrient-dense foods that are 200 calories or less, 35% of weight from total sugars or less, 200mg of sodium or less, 35% of calories from total fat or less, and less than 10% of calories from saturated fats. Proposers will detail their upcharges for such healthy option food upgrades.
- 6.4.19 Proposers shall detail how they will keep a regular schedule for restocking machines and checking them to ensure they are stocked and in working order via remote monitoring, onsite maintenance, and restocking, or a combination of remote and onsite methods.
- 6.4.20 Proposer shall establish and implement a route delivery schedule to ensure vending machines are stocked regularly with items within expiration regularly and ensure that all machines are clean and in proper working order. Deliveries shall be made during regular business hours, Monday through Friday, from 8:30am to 5:00pm, unless otherwise approved by the City.
- 6.4.21 Provide a visible decal on vending machines with a telephone number for service, repairs, and refunds. This customer service phone number shall be staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 6.4.22 Proposers shall establish and implement a system for timely refunds to individuals in the event of loss. The city shall review and approve this procedure.
- 6.4.23 Proposers shall provide up-to-date contact and emergency contact information with their proposal. Proposers shall specify whether they have a dedicated national accounts team. Proposers shall include at least one point of contact and one number to call for all service-related issues. The awarded Contractor shall keep these contacts updated throughout the life of the Contract.
- 6.4.24 Proposers shall respond to requests for repair/service within twenty-four (24) hours. An out-of-service machine shall be returned to service within five (5) business days of the service request. If a machine cannot be repaired within that period or if a machine is out of service more than four (4) times in a two (2) month period, the Contractor shall replace the unit with an equivalent unit.
- 6.4.25 Some locations where vending machines will be placed will be high priority, like 911 and Emergency Operations Centers. These machines will support first responders and individuals with no other food or snack service options during their shifts. Proposers shall keep and detail how they will keep all SKUs at 75% full or better at high-priority locations. Proposers shall guarantee a response within 24 hours (not standard business hours) to respond to emergency requests.
- 6.4.26 Proposers shall provide full transparency in reporting for all facilities utilizing the resultant contract on one platform, down to the site and machine level.



6.4.27 Proposer shall provide a transition plan for how long it will take from the time of award to implementation of service plan including how machines will be added, moved and removed from facilities. Vending machines and service should be operational no later start of the contract term.

7. ATTACHMENTS

The following document is provided as an aid in responding to this solicitation:

Technical Proposal (Section N)
 Cost Proposal (Section O)
 Sample Contract

8. MASTER AND ADMINISTRATION AGREEMENT

- a. Master Agreement. A response to this solicitation is an offer to establish a Master Agreement with Lead Agency. This Master Agreement defines: (i) the terms of the relationship between Lead Agency and Supplier; and (ii) the terms, conditions, and pricing of Products & Services and related capabilities offered to Participating Agencies. The form of **Master Agreement** is attached hereto as Section I. The products and services made available in this contract are defined by the contents of Supplier's Cost Proposal submission ("**Products & Services**"). Any contract with Supplier resulting from the issuance of this solicitation is subject to the terms and conditions as provided in this solicitation and Master Agreement. Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the **Master Agreement Acceptance Form** provided in Section J of this solicitation. Any proposed changes are subject to Lead Agency review and written approval. The Respondent must submit a signed **Master Agreement Signature Form** with the response.
- b. Administration Agreement. CoreTrust and Supplier shall enter into a separate Administration Agreement which defines the roles and obligations of each of CoreTrust and Supplier with respect to the marketing and selling of the Program to prospective Participating Agencies and the financial terms between CoreTrust and Supplier. The form of **Administration Agreement** is provided as Section K hereto.

9. CONTRACT AS AN ASSET IN CORPORATE CHANGES

- a. The Contractor must consider this contract as an asset. If the Contractor is being acquired or undergoing a change in corporate structure, the Contractor must include CoreTrust and the lead agency in discussions prior to any change in legal status. This contract must be regarded as an asset and included in the transfer of assets plan.

10. INTERCHANGEABLE TERMS

- a. For the purposes of this solicitation, the following terms are used interchangeably:
 - Proposer
 - Supplier
 - Vendor
 - Offeror
 - Bidder
 - Respondent
 - Contractor



- b. This list is a good faith effort to include all relevant terms, but please note that some items may have been inadvertently missed.

11. DEFINITION OF TERMS

- a. "Bill Rate" means the minimum and maximum range for a specific Job Title that includes the Employee Pay Rate, Administrative Fee, Profit Markup, and any related services used by the Customer.
- b. "Business Hours" means the Customer's hours of operation (business hours), which typically are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding observed Holidays.
- c. "City" means the City of Houston. When the term "City" is used herein to reference any obligation of the City under a contract that results from this solicitation, that obligation is limited to the Department using such a contract.
- d. "Contract" means a contract awarded to a Prospective Contractor as a result of this solicitation.
- e. "Contractor" means a person or company awarded a contract by the City to perform services as a result of this solicitation.
- f. "Customer" means the City of Houston and all other states and local governments allowed to purchase under any Contract awarded from this Solicitation.
- g. "Customer Service" means the act of providing support to both prospective and existing customers. For this contract, at minimum, customer service involves clear and empathetic communication, effective problem-solving, and a deep understanding of products or services offered. It requires patience, adaptability, and proactive assistance to anticipate and meet customer needs promptly, ensuring satisfaction and fostering long-term relationships.
- h. "Duty Post" means the location where the individual spends the largest portion of regular working time, or the place the individual returns upon completion of a special assignment. A Duty Post may also be a Customer designated geographical area.
- i. "Employee Pay Rate" means the minimum and maximum rates that are paid to Resources.
- j. "Employer of Record" means a third-party company that legally acts as the employer for a client company's workforce, taking on all responsibilities related to employment like payroll, benefits, tax compliance, and adherence to local labor laws, while the client company retains control over day-to-day management of their employees.
- k. "In-Office or Onsite Work" means the location where the individual works onsite at the customer specified location.
- l. "Managed Service Provider (MSP)" means a vendor that provides the complete portfolio of managed service provider solutions such as contingent workforce management strategy development, strategic vendor management technology, risk mitigation methods, employment compliance methods, rate and spend management (cost savings), efficient standard processes and workflow, staffing vendor selection and management, workforce utilization trends, in-depth program reporting and analytics, and any other managed service provider solutions offered by the Prospective Contractor.
- m. "Overtime" means any time worked over forth (40) hours in one Work Week.
- n. "Profit Markup" means the percentage added to the Employee Pay Rates that covers the profit requested by the Contractor.
- o. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this solicitation.



- p. "Remote Work" means a flexible work arrangement in which an individual, under a written remote work agreement, is scheduled to perform work at an alternative worksite and is not expected to perform work at an agency worksite on a regular and recurring basis. A remote worker's official worksite may be within or outside the local commuting area of a customer worksite.
- q. "Requirement" means something required.
- r. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this solicitation.
- s. "Services" means the furnishing of labor, time, or effort by a contractor to meet the requirements of this solicitation.
- t. "Shall" and "Must" mean the imperative and are used to identify requirements.
- u. "Shifts" means set periods of time during which different groups of workers perform duties. The Customer will determine shifts.
- v. "Shift Differential" means a premium pay rate for hours worked at untraditional times, such as nights, weekends, or holidays.
- w. "Staffing Services" means the complete portfolio of staffing services available by a Contractor including administrative staffing (administrative, professional, laborer, technical, trades, etc.), information technology staffing, medical staffing, and any other staffing services offered by the Contractor.
- x. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- y. "Resources: means all the Contractor's employees, Subcontractors, or employees of the Contractors Subcontractor who are assigned to perform Staff Augmentation or Project Based SOW duties pursuant to this Contract. Contractor's resources shall be referred to as "Resource(s)" or "Contractor's Resource(s)" in this Scope of Work.
- z. "Subcontractor" means a person or entity that has been engaged by the Contractor to perform work or services for a contract that has been awarded between the City and the Contractor and is not an employee of the Contractor.
- aa. "Support" means technical and functional help to users of the system.
- bb. "Vendor Management System (VMS)" means a software platform that helps Customers manage their external workforce, including contract workers and service providers.
- cc. "Vendor Neutral" means the Contractor has no commitments, agreements, either verbal or in writing with any potential or existing vendor network member regarding current or future resource assignment(s), rotation of resource assignment(s), and/or deployment of specific resource(s).
- dd. "Weekend work" means Saturday and Sunday during the same Work Week.
- ee. "Work Week" means the period of seven consecutive days starting Saturday at 12:00 AM and ending Friday at 11:59 PM.

12. PRICING GUARANTEE AND REVISION

- a. Rates may be adjusted at twenty-four (24) months after contract award, again at forty-eight (48) months after award, and a final time in the event of a contract extension. Such an adjustment will be based on percent changes in the U.S. Bureau of Labor Statistics Employment Cost Index (Index) for total compensation, by occupational group and industry - Service Providing Industries. (see table on page 4 of the following link: [Employment Cost Index - September 2024](#)).



- b. If the cumulative two (2) year rate should decrease instead of increase during any of the adjustment periods, no action will be taken by the City. The effective date for any rate increase will be the date the City posts the revised rates to the their website.
- c. Contractor shall provide the City, an updated Rate Card during renewal discussions based on the information in this section.
- d. During the life of the Contract, if an extraordinary event (i.e., pandemic, natural disaster, etc.) occurs, Employee Pay Rates may be adjusted without a contract amendment in the locations of the extraordinary event to acquire needed Resources.
- e. As technology continues to change the way Customer's do business, the Contractor shall include an Emerging Technology Job Title to allow Customers to quickly acquire a Resource.



SECTION G – SUBMISSION PROTOCOL; EVALUATION; AWARD

1. PROPOSAL SUBMISSION

- a. All Respondents must complete and submit a proposal consisting of all required forms and attachments referenced in this solicitation. Respondent's complete proposal must be submitted no later than the submission deadline date specified on the cover page of this solicitation. Proposals must be prepared and submitted in accordance with the instructions found in this Section G.

- b. All documentation shall be submitted in accordance with the specifications below.

Cost Proposal and Financial Stability documents. In the appropriate section within the Submission Requirements attach the Cost Proposal and Financial Stability documents. No printed copies are required to be submitted within the Proposal.

The City shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal any time prior to the stated deadline.

Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this solicitation. Late submittals will not be considered.

Format. Material shall be organized following the order of the submission requirements.

Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this solicitation. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

Proposer's Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received by the time and date specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by some other act or circumstance.

The City reserves the right to request that the Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information to the City. Adherence to these submission requirements will provide a degree of uniformity in submissions. Therefore, please tab sections accordingly and follow the format below. All documents must be organized as follows.

Tab 1 - Cover Letter: The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.

Tab 2 - Executive Summary: The executive summary should include a brief overview of the proposed plan to achieve the City's objective, the overall strategy for implementing the plan, and the key personnel who will be responsible for seeing the project through completion.

Tab 3 - General Company Information: Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, and telephone number.

Tab 4 – Technical Proposal Requirements: Proposer’s statement of requirements as described in Section N – Technical Proposal. See 5.0 Evaluation Criteria, 5.4 Technical Proposal.

Tab 5 - Exceptions to Sample Contract: Provide any exceptions to the Sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

Tab 6 - Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.

Tab 7 - Conflict of Interest: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

Tab 8 - Forms and Certifications: Complete and return all forms and certifications provided in Section B – Lead Agency Requirements, REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.

Tab 9 - Cost Proposal and Financial Stability documents: Complete and return the Cost Proposal (Section O) and Financial Stability documents (5.3 Financial Stability (Pass/Fail)).

EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions to the Sample Contract shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Contract where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically approved by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer’s preprinted or standard terms will not be considered by the City as a part of any resulting contract. Please review and include any exceptions to the terms and conditions contained in the Sample Contract.

- c. All proposals shall be valid for a period of 120 days from the date the proposals are received by Lead Agency in compliance with the submission instructions set forth above.
- d. All proposals shall 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 and the Respondent shall receive notice of the non-award of its proposal from Lead Agency.
- e. Subject to the requirements set forth in Sections A and B of the solicitation, during the period between the date Lead Agency issues this solicitation and the selection of Supplier, if any, Lead Agency must restrict all contact with Lead Agency and its personnel and shall direct any and all questions regarding this solicitation to the personnel identified in the solicitation Contact section below in the manner specified in such section. Contact with any prohibited individuals after issuance of this solicitation and before selection is made may result in disqualification of the Respondent.
- f. Respondents may submit questions regarding this solicitation in writing to the contact listed in Section 2 of this Section G during the Q&A Period outlined in the estimated time table in Section F above. All questions and answers will be posted to the solicitation can be found at <https://www.houstontx.gov/bizwithhou/>. Respondents may be required to affirmatively acknowledge receipt of answers in the manner specified by Lead Agency. Respondents are responsible for regularly viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this solicitation shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this solicitation.
- g. In the event Lead Agency decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with multiple respondents reasonably susceptible for award. Except to the extent otherwise

required by law, during negotiations, no Respondent's proposal, including pricing, shall be revealed to any other party or to any other person who is not involved with the evaluation process.

- h. In the event Lead Agency in its sole discretion deems negotiations are not progressing, Lead Agency may formally terminate negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most-qualified Respondent.
- i. **Lead Agency shall consider all proposals voluntarily submitted in response to this solicitation to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record in compliance with applicable open records policies and laws.** However, notwithstanding the foregoing, if a proposal is submitted in response to this solicitation, and the proposal contains trade secret information as defined under applicable law, then such trade secret information is entitled to all protections granted under applicable law or, if such applicable law requires such information to be expressly identified, such trade secret information must be clearly and conspicuously marked and/or identified as "Trade Secret Information" at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with applicable state law, Lead Agency shall designate such information as trade secret information and shall maintain and keep such trade secret information. Subject to the foregoing, all proposals and any other documents submitted in response to this solicitation shall become the property of Lead Agency. This solicitation and proposals submitted in response to the solicitation, except for all CoreTrust and/or Respondent pricing, processes, and information that qualifies as trade secret information under applicable law and such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to applicable state law. For purposes of this Section, "**proposal**" shall mean both the forms submitted by the Respondent in connection with this solicitation and any attachments, addenda, appendices, or sample products. Except to the extent any information contained in a proposal is considered trade secret information under applicable law, any proposal submitted in response to this or any Lead Agency solicitation that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to Lead Agency for consideration shall be deemed and considered by Lead Agency to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this Section and applicable state law.
- j. Lead Agency may, in its sole discretion, waive minor errors or omissions in a Respondent's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this solicitation.
- k. CoreTrust and/or Lead Agency, in their sole discretion, may request Respondents reasonably susceptible for award to submit a best-and-final offer. In such case, Respondents shall submit their best-and-final offers in writing. If a Respondent does not respond to the request for a best-and-final offer, that Respondent's most recent submission will be considered its best-and-final offer.
- l. By submitting a proposal, Respondent expressly agrees to waive any claim it has or may have against CoreTrust, its directors, officers, members, managers, employees, or agents arising out of or in connection with: (i) the administration, evaluation, or recommendation of any proposal; (ii) any requirements under the solicitation, proposal package, or related documents; (iii) the rejection of any proposal or any part of any proposal; and/or (iv) the award of a contract, if any. CoreTrust shall not be responsible or liable for any costs incurred by Respondents or the successful Respondent in connection with responding to the solicitation, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a contract, or any other expenses incurred by a Respondent. The Respondent is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by CoreTrust.

2. SOLICITATION CONTACT

a. Key Contact:

Roy Korthals, Senior Procurement Specialist, CTCD
Senior Procurement Specialist
roy.korthals@houstontx.gov

3. REPRESENTATIONS. The Respondent hereby represents the following:

- a. It 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 proposal and any subsequent award.
- b. It shall include in the Technical Proposal a complete description of any and all relationships that might be considered a conflict of interest in doing business with Lead Agency.
- c. To the best of Respondent's knowledge, the proposal 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 respondents or potential respondents in any award resulting from this solicitation.
- d. It is not currently delinquent in the payment of any franchise taxes.
- e. The individual signing the submittal (whether electronically or in paper form) is an authorized agent of the Respondent and has the authority to bind the Respondent to the Award.
- f. Where the solicitation contains a specification that states no substitutions, no deviation from this requirement shall be permitted. The Respondent shall comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Participating Agencies. References to manufacturer's specifications ("**Specifications**") are to be considered informative to give Lead Agency information as to the general style, type, and kind requested. Lead Agency shall, in its sole discretion, determine whether proposed goods, materials, or equipment are substantially equivalent to the Specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether their proposed goods, materials, or equipment are substantially equivalent to the Specifications.
- g. Respondent shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Respondent is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions shall be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.
- h. Lead Agency reserves the right to award contract(s) to multiple Respondents. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Lead Agency. No exclusivity is implied in connection with this solicitation unless expressly stated otherwise. Lead Agency reserves the right to obtain like goods and services from other sources.

4. EVALUATION PROCESS AND CRITERIA

1.0 EVALUATION COMMITTEE

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Section 5.4 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Shortlisted Proposers will be evaluated to determine whether each is responsible, as defined below. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, and interview. Following these City-to-Proposer(s) meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

2.0 INTERVIEWS/ORAL PRESENTATIONS/DEMONSTRATIONS

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

3.0 SELECTION PROCESS

The City intends to select a Proposal(s) that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by Proposers, whether provided by Proposers or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer(s), a contract(s) shall be executed by the appropriate City officials.

4.0 BEST AND FINAL OFFER ("BAFO")

The City reserves the right to request a BAFO(s) from one or more finalist.

5.0 EVALUATION CRITERIA

5.1 RESPONSIVE (PASS/FAIL)

A vendor that responds to all material requirements of any solicitation will be deemed responsive. The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

5.2 RESPONSIBLE (PASS/FAIL)

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

5.3 FINANCIAL STABILITY (PASS/FAIL)

If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

5.3.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.

5.3.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

5.3.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.3.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

5.3.5 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

5.3.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.3.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

5.3.8 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

5.4 TECHNICAL PROPOSAL (70 Points)

5.4.1 All Proposers must include Technical Proposal (Section N).

5.4.2 The Information for Evaluation section has been divided into two components, Technical Proposal (Section N) and Cost Proposal (Section O).

Table 4: Evaluation Criteria and Point Distribution

EVALUATION METRICS	MAXIMUM RAW POINTS POSSIBLE
1.0 Qualification and Specialized Experience of the Firm (Section N)	30
2.0 Methodology and Approach to Requested Services/ Solution (Section N)	20
3.0 Firm's Key Personnel and Staffing Capabilities (Section N)	10
4.0 Specifications/Product Offerings/Options (Section N)	10
Total Technical Score	70
Total Cost Score	30
Local Preference Points	5
	105

5.5 COST PROPOSAL (30 Points)

COST SCORE

- 5.5.1 All Proposers must include **Cost Proposal (Section O)** document for all proposed services. Proposers must offer scalable pricing beyond the City's immediate procurement to meet future needs and volumes.
- 5.5.2 Proposers are strongly encouraged to offer competitive pricing with regional variations to account for vastly differing buying environments throughout the country.
- 5.5.3 Proposers must demonstrate reasonableness of price with their cost proposal.
- 5.5.4 Acceptable documentation of reasonableness of price includes the following, in order of precedence, below:
 - 5.5.5 A Contract executed by another Government Entity or Cooperative Purchasing Entity
 - 5.5.5.1 If Contract has expired, the expiration date of the Contract shall be no more than 1 year prior to the date of this Solicitation release;
 - 5.5.5.1.1 Contract price list and copy of the Contract will be included in the Bidder submission in searchable format (Excel/PDF, respectively).
 - 5.5.5.1.2 Bidder will include, against the Contract price list, highlighted references to proposed services offered in response to this Solicitation.
 - 5.5.6 A Contract executed by a Business Entity
 - 5.5.6.1 If Contract has expired, the expiration date of the Contract shall be no more than 1 year prior to the date of this Solicitation release;
 - 5.5.6.2 Contract price list and copy of the Contract will be included in the Bidder submission in searchable format (Excel/PDF, respectively).
 - 5.5.6.3 Bidder will include, against the Contract price list, highlighted references to proposed services offered in response to this Solicitation.
 - 5.5.7 Paid Invoices from a Government Entity
 - 5.5.7.1 Paid invoices (amounts that have been paid and funds have been collected) identifying proposed services offered in response to this Solicitation;
 - 5.5.7.2 Invoice date must be no more than 12 months old prior to the date of this Solicitation release; and
 - 5.5.7.3 If submitting multiple paid invoices, they must be provided in PDF searchable format.
 - 5.5.8 Paid Invoices from a Business Entity
 - 5.5.8.1 Paid invoices (amounts that have been paid and funds have been collected) identifying proposed services offered in response to this Solicitation;
 - 5.5.8.2 Invoice date must be no more than 12 months old prior to the date of this Solicitation release; and
 - 5.5.8.3 If submitting multiple paid invoices, they must be provided in PDF searchable format.

5.6 LOCAL PREFERENCE POINTS

To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposers must provide Declaration of Hire Houston First Designation with proposal submission. Note: At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

- 5 Points: For Proposer firm designated as a Hire Houston First “City Business” (CB);
- 3 Points: For Proposer firm designated as a Hire Houston First “Local Business” (LB);
- 0 Points: For proposer firm not designated as either a “City Business” (CB) or a “Local Business” (LB).

5.7 EVALUATION MATRIX

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The City may move forward to discussions with the Prospective Contractor determined reasonably susceptible of being selected for award.

Evaluation Criteria	Max Points
5.1 Responsive	Pass/Fail
5.2 Responsible	Pass/Fail
5.3 Financial Stability	Pass/Fail
5.4 Technical Proposal	70
5.5 Cost Proposal	30
5.6 Local Preference Points	5
TOTAL AVAILABLE POINTS	105 POINTS

6.0 ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of work, as provided herein, or deemed necessary and/or desirable by the City and CoreTrust.

7.0 INTERLOCAL AGREEMENT

Under the same terms and conditions, the resulting contract may be expanded to other government entities through inter-local agreements between the City and the respective government entity that encompasses all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

- a. A Respondent’s performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether the Respondent is likely to provide quality Products & Services to Participating Agencies; including the administrative aspects of performance; the Respondent’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent’s business-like concern for the interests of the customer.
- b. Information Requirements. The Respondent shall provide the information, documentation, forms, and other materials required in Section N (“**Technical Proposal**”).
- c. Estimated Quantities. Estimated quantity IDIQ. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among Lead Agency and other Participating Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through the Program and volume growth into other public agency members through a coordinated marketing approach between Supplier and CoreTrust.
- d. Cost Proposal Requirements. The Respondent shall provide a detailed cost proposal in the form required in Section O (“**Cost Proposal**”).
- e. Pricing Information. The below details should be taken into consideration when developing any cost proposal in connection with this solicitation and the Cost Proposal.
- f. Complete Proposal. It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all Products & Services to be considered part of the final Master Agreement offered to the Participating Agencies.

- i. Value. Lead Agency requests that Respondents offer Products & Services at lower prices that are scalable and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
- ii. Maximum Price. Lead Agency requests that pricing be submitted as not-to-exceed. The Respondent may adjust pricing lower if needed but cannot exceed the pricing submitted. Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract, Supplier shall match such lower pricing to that Participating Agency under the Master Agreement.
- iii. Indefinite Quantity. This solicitation requests pricing for an indefinite quantity of Products & Services.
- iv. Total Acquisition Cost. The pricing included in the Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Agency's location).
- v. Prevailing Wage. Supplier and any of its subcontractors agree to comply with all laws regarding prevailing wage rates applicable to construction of public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this solicitation and Participating Agencies.
- vi. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.
- vii. Descriptions. All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
- viii. Discounts. Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of Products & Services.
- ix. No Cost-Plus Pricing. Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost-Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Participating Agencies using Federal grant funds to purchase the Products & Services offered by Supplier.
- g. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.

8.0 AWARD

- a. Depending upon the proposals received in a given category, Lead Agency may need to organize responses into subcategories based on specific geographies, products, or services in order to provide the broadest coverage of the requests in scope of this solicitation. Awards may be based on a subcategory.
- b. Lead Agency is under no obligation to issue a contract as a result of this solicitation if, in the opinion of Lead Agency and the proposal review team, none of the proposals are sufficiently responsive to the objectives and needs of Lead Agency. Lead Agency reserves the right to not select any Respondent should Lead Agency decide not to proceed for any reason.
- c. In the event a Respondent's proposal is not selected, Respondent may, simultaneous to or in lieu of a protest, request in writing that Lead Agency and Respondent engage in a debriefing process, the purpose of which is to provide Lead Agency's general feedback on the Respondent's proposal in order to aid the Respondent in preparing future proposals.

9.0 OTHER REQUIRED INFORMATION

a. CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

b. CONTRACTOR’S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Participating entities in which work is being performed.

Respondent Signature

c. FINGERPRINT & CRIMINAL BACKGROUND CHECKS

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Respondent Signature

d. ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.


Respondent Signature

e. IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

f. BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? _____ (Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? _____ (Initials of Authorized Representative)

g. TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____ (Initials of Authorized Representative)

h. RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

☐ I certify that my company is a **"resident Bidder"**

☐ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Company Name

Address

State

Zip

i. FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, it will be considered that the Respondent's response will be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, may impact the ability of a participating agency to purchase from the Supplier using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does vendor agree? _____ (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does vendor agree? _____ (Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does vendor agree? _____ (Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does vendor agree? _____ (Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does vendor agree? _____ (Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? _____ (Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does vendor agree? _____ (Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does vendor agree? _____ (Initials of Authorized Representative)

SECTION H – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

1. NATIONAL OFFERING. This Section H defines the expectations for qualifying Suppliers based on CoreTrust's and Lead Agency's requirements to market the resulting Master Agreement nationally to potential Participating Agencies. All transactions, purchase orders, invoices, and payments shall occur directly between Supplier and each Participating Agency, individually, and neither CoreTrust nor Lead Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., of or incurred by any other Participating Agency. Supplier is responsible for knowing the tax laws in each state. These requirements are incorporated into and are considered an integral part of this solicitation and are hereby incorporated into the Administration Agreement and Master Agreement. CoreTrust reserves the right to determine whether to make the Master Agreement awarded by Lead Agency available to any Participating Agency, in its sole and absolute discretion, and any party submitting a response to this solicitation acknowledges that any award by Lead Agency does not obligate CoreTrust to make the Master Agreement available to Participating Agencies.

2. AUTHORIZATION OF CONTRACTORS, SUBCONTRACTORS, DEALERS, RESELLERS, AND DISTRIBUTORS. If Lead Agency or Respondent requires the use of contractors, subcontractors, dealers, resellers, or distributors to sell or service the Products & Services included in their proposal, the proposal should provide a list of or direct the proposal review team to where they can locate a list of the Respondent's dealers, resellers, or subcontractors who shall be authorized to sell through the contract in the event the Respondent receives a contract award. In the event Respondent receives a contract award and, during the term of such Master Agreement, additional or different contractors, subcontractors, dealers, resellers, or distributors are required by Lead Agency, Participating Agency, and/or Respondent (as applicable), the use of such additional or different contractors, subcontractors, dealers, resellers, or distributors shall be subject to the other party's consent (which approval shall not be unreasonably withheld, conditioned, or delayed) as evidenced in a writing signed by an authorized representative of each of Respondent and Lead Agency.

3. AWARD BASIS. The award of any Master Agreement resulting from this solicitation made by Lead Agency shall be the basis through which CoreTrust makes available the Master Agreement on a national level through the CoreTrust national cooperative contract program. If multiple Respondents are awarded by Lead Agency under the Master Agreement, those same Respondents shall be required to extend the Master Agreement to Participating Agencies through CoreTrust. Utilization of the Master Agreement by Participating Agencies shall be at the discretion of the individual Participating Agency. Certain terms of the Master Agreement specifically applicable to Lead Agency (e.g. governing law) are subject to modification for each Participating Agency as Supplier, such Participating Agency, and CoreTrust shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and Supplier (contract sales are reported to CoreTrust).

4. MARKETING, SALES, AND ADMINISTRATIVE SUPPORT. CoreTrust shall provide marketing, sales, and administrative support to Supplier as determined by CoreTrust to market and promote the Products & Services on a national level. Such support and Supplier obligations shall be further detailed in the Administrative Agreement and may include, without limitation, training support, marketing collateral, website materials, participation in pitches and sales calls, trade shows, advertising, and social media campaigns.

5. ADMINISTRATIVE FEE. Suppliers shall be obligated to remit an Administrative Fee to CoreTrust in consideration of CoreTrust's support of the Program. Such Administrative Fee shall be paid by Supplier in accordance with the terms of the Administration Agreement.

[Remainder of page intentionally left blank.]

SECTION I – FORM OF MASTER AGREEMENT

[Attachment to Follow]



MASTER COOPERATIVE PURCHASING AGREEMENT

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this “**Master Agreement**”) is entered into as of the Effective Date (as defined herein) by and between Lead Agency and Supplier (each a “**Party**” and together the “**Parties**”).

RECITALS

WHEREAS, city of Houston, TX serves as a lead agency (a “**Lead Agency**”) for CoreTrust Purchasing Group LLC (“**CoreTrust**”), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services (the “**Program**”) to be made available to current and prospective CoreTrust cooperative purchase program participants (“**Program Participant**”);

WHEREAS, CoreTrust is Lead Agency’s third-party procurement administrator and duly authorized agent managing procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of Lead Agency;

WHEREAS, any Public Sector Entity may participate in the Program as a Program Participant to the extent permitted by applicable state, region, territory, and/or national law. The term “**Public Sector Entity**” includes without limitation state, county, city, special district, and/or local government entities, school districts, private and public educational institutions, political subdivisions, state/regional/territorial agencies, state/regional/territorial governments, and other entities receiving financial support from tax monies and/or public funds;

WHEREAS, CoreTrust makes its Master Agreements available through groups and associations (“**Association Partners**”) that contract with CoreTrust to provide additional benefits to such Association Partners’ members;

WHEREAS, Program Participants, Association Partners, and Association Partners’ members are referred to herein as “**CoreTrust Participants**”;

WHEREAS, Lead Agency issued a best value solicitation (“**solicitation**”) on behalf of CoreTrust Participants and solicited responses from companies (“**Respondent(s)**”) for CONTINGENT LABOR, ALL CATEGORIES with related products and services, as further described in Supplier’s cost proposal submission (collectively, “**Products & Services**”), and awarded a contract to Supplier; and

WHEREAS, CoreTrust shall make available this Master Agreement to Program Participants for procurement of Supplier’s Products & Services, and Supplier shall provide the same to Program Participants subject to this Master Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PERSONNEL; EQUIPMENT. Supplier shall provide the Products & Services to all Program Participants at the prices set forth in its cost proposal submission delivered in response to the solicitation. Supplier shall engage such subcontractors, personnel, and/or specialized equipment necessary to furnish Products & Services to all Program Participants throughout the Term of this Master Agreement.

2. SUPPLEMENTAL AGREEMENTS. No separate agreement shall apply to the Products & Services ordered under this Master Agreement.

3. PRICING

a. Charges. All amounts to be paid by Program Participants for Products & Services are provided in the cost proposal attached to the solicitation as Section O (“**Cost Proposal**”). Supplier agrees that there are no other rates, fees, charges, or other monetary incentives for Products & Services except those listed in Supplier’s Cost Proposal.

b. Restrictions. All pricing is “Not-To-Exceed,” where Program Participants shall receive pricing that does not exceed the per-unit pricing provided in Respondent’s Cost Proposal. No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing immediately upon Supplier’s determination of any price increase, and all price increases shall be requested in writing to Lead Agency. Supplier shall deliver to Lead Agency manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved in writing by Lead Agency’s authorized representative in order to take effect, and no payment for additional materials or services beyond the amount stipulated in the Cost Proposal shall be paid without such prior approval. Supplier shall maintain all current pricing on file with CoreTrust, and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.

4. TERM; TERMINATION

a. Term. This Master Agreement commences as of the effective date (“**Effective Date**”) identified in the Master Agreement Acceptance Form attached to the solicitation as Section J (“**Master Agreement Acceptance Form**”) and continues for the later of: (i) three (3) years; and (ii) the expiration date identified in the Master Agreement Acceptance Form (“**Termination Date**”) unless extended, terminated, or canceled as set forth herein (“**Initial Term**”). Thereafter, Lead Agency may opt to renew his Master Agreement for two (2) additional one (1)s year period(s) (each, a “**Renewal Term**”) unless this Master Agreement is earlier terminated as set forth herein. By the Parties’ mutual written consent, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term(s) (“**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.”

b. Termination. Each Party may terminate this Master Agreement: (i) at any time upon mutual written consent of all Parties’ respective authorized representatives; (ii) upon ten (10) additional days’ written notice in the event another Party breaches a material obligation hereunder, and (if such breach is curable) such Party fails to cure the breach or provide acceptable reassurance to the non-breaching Party(ies) within thirty (30) calendar days of receiving written notice thereof; and/or (iii) upon five (5) business days’ written notice: (1) if another Party is adjudged insolvent or bankrupt or makes any assignment for the benefit of creditors; (2) upon the appointment of a receiver, liquidator, or trustee of another Party’s property or assets; or (3) upon liquidation, dissolution, or winding up of another Party’s business.

c. Effect of Termination. Upon termination of this Master Agreement for any reason, all Confidential Information shall be promptly returned to the Disclosing Party. Supplier shall immediately cease all sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the effective date of termination, Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect, either directly or through some other contract vehicle. Following the effective date of termination, Lead Agency and CoreTrust shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or supplier.

5. CONFIDENTIALITY. This Section 5 shall apply solely to the extent permitted by applicable law. The non-public nature and details of the business relationship established hereunder, and each Party’s (“**Disclosing Party**”) non-public business information to which another Party (the “**Receiving Party**”) becomes privy during the Term, constitute the Disclosing Party’s confidential and proprietary information (“**Confidential Information**”), the disclosure, copying, or distribution of which in breach of this Master Agreement could result in harm to the Disclosing Party. Each Party shall maintain the other Parties’ Confidential Information in the strictest confidence and shall not disclose, copy, or distribute the other Parties’ Confidential Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, consultants, and suppliers with a need to know the Confidential Information who are bound: (a) in writing to these confidentiality obligations; and/or (b) by a professional duty of confidentiality. The foregoing shall not limit a Receiving Party, for purposes of marketing, from informing actual or potential CoreTrust Participants of the existence of a general contractual relationship between the Parties. The confidentiality obligations set forth in this Section shall continue in effect for the Term and thereafter for so long as permitted under applicable law. For clarity, “Confidential Information” shall not include information: (i) which is or becomes generally available to the public other than through the fault of the Receiving Party or a third party acting on the Receiving Party’s behalf; (ii) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party; and/or (iii) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives (provided, such source is not known by the Receiving Party to be subject to any prohibition against transmitting the information). Notwithstanding anything to the contrary herein, if a Receiving Party is required by applicable law, legal process, and/or court of competent jurisdiction to disclose the Disclosing Party’s Confidential Information, the Receiving Party shall: (1) promptly notify the Disclosing Party in writing (to the extent legally permitted) so that the Disclosing Party may seek a protective order or other appropriate remedy; (2) furnish only that portion of the Confidential Information which is legally required; and (3) reasonably cooperate with the Disclosing Party’s defense against such compelled disclosure (if any), at the Disclosing Party’s expense and written request.

6. INDEMNIFICATION. Supplier shall indemnify, defend, and hold harmless Lead Agency and their respective administrators, directors, officers, members, managers, employees, and agents (each, an “**Indemnified Party**”) from and against all losses, damages, and expenses (including reasonable attorneys’ fees) arising from all claims, proceedings, and/or demands (“**Claims**”) asserted against an Indemnified Party resulting from the act(s) and/or omission(s) of Supplier or its employees or subcontractors in the preparation of the solicitation and later performance under this Master Agreement. The Indemnified Party shall: (a) notify Supplier in writing promptly upon discovering a Claim (provided, failure to do so shall not excuse Supplier’s obligations under this Section unless Supplier is materially prejudiced by such failure), at which time Supplier shall promptly take control of the defense against such Claim; and (b) reasonably assist Supplier in its defense at Supplier’s reasonable request and expense. Supplier shall not settle any Claim without the applicable Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The applicable Indemnified

Party shall be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense.

7. INSURANCE. During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, and expenses arising out of its performance under this Master Agreement and with respect to, or arising out of, Supplier's provision of Products & Services to Program Participants. Lead Agency, CoreTrust, and their respective officers, directors, employees, and agents shall be named as certificate holders on Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring written notice to Lead Agency and CoreTrust at least thirty (30) days prior to the cancellation, non-renewal, and/or material modification of any such policies. Supplier shall submit to CoreTrust within ten (10) calendar days after the Effective Date, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Supplier shall provide such valid certificates on an annual basis until the terms of this Section are no longer applicable.

8. AUDIT. Lead Agency, whether directly or through an independent auditor or accounting firm, may perform audits of Supplier materials, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and in a manner not unreasonably interfering with Supplier's ordinary business operations.

9. MISCELLANEOUS

a. Submission Review. Lead Agency shall review proposed Respondent contract documents. Respondent's contract document shall not become part of Lead Agency's and CoreTrust's contract with Respondent unless and until an authorized representative of each of Lead Agency and CoreTrust reviews and approves it in writing.

b. General. This Master Agreement, together with all solicitation components of the solicitation, the components of Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same. Supplier's complete and final solicitation response is hereby incorporated into and made part of this Master Agreement. No release, discharge, abandonment, waiver, alteration, or modification of any provision of this Master Agreement shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties. This Master Agreement should be construed without regard to any rule requiring interpretation against the drafting Party. Waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement. If any provision hereof is found by a court of competent jurisdiction to be invalid or unenforceable, it shall be enforced to the extent permissible and the remainder of this Master Agreement shall remain in full force and effect. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature shall be deemed an original signature. In the event of conflict between terms in this Master Agreement and the terms of the solicitation or any section or attachment thereto, the following order of precedence applies: (i) the terms in the body of this Master Agreement; (ii) specifications and scope of work, as awarded; (iii) attachments and exhibits to the Master Agreement; (iv) the solicitation and all attachments thereto; and (v) Respondent's proposal and all attachments thereto.

c. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Master Agreement by reason of a Force Majeure Event. For purposes of this Master Agreement, a "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond such Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways. No Party shall have any responsibility to the other Party for a delay in performance nor failure to perform to the extent this Master Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

d. Assignment. This Master Agreement and the rights and obligations hereunder are not assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, Supplier may assign its respective rights and obligations under this Master Agreement without the

consent of the other Parties in the event Supplier undergoes a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets to another entity. Subject to the preceding sentence, this Master Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual written agreement of the Parties' authorized representatives; provided, no such extension shall relieve the extending Party of its rights and obligations under this Master Agreement.

e. Relationship. Nothing contained in this Master Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. No Party has authority to contract for or bind another Party in any manner whatsoever except as expressly permitted under this Master Agreement. This Master Agreement is made solely for the benefit of the Parties, and no third party shall acquire or have any right under or by virtue of this Master Agreement.

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America, without regard to their respective conflict of laws principles. THE PARTIES EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY COURT HAVING JURISDICTION OVER HARRIS COUNTY, TX WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to pursue recovery of reasonable attorneys' fees and costs from the non-prevailing Party, in addition to any other relief to which such court determines the prevailing Party is entitled or awarded.

g. Survival. In addition to those provisions which by their nature survive the expiration or termination of this Master Agreement, Sections 2 and 4 through 9 shall so survive.

h. Notice. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and shall be deemed effective: (i) when delivered personally to the recipient; (ii) the next business day following deposit with a nationally recognized overnight courier service; and/or (iii) three (3) days following deposit with the U.S. Postal Service if by certified or registered mail, return receipt requested and postage prepaid. The Parties agree that the day-to-day business communications may be made via electronic communication. Written notices to Supplier shall be sent to the remittance address provided with Supplier's proposal, and written notices to Lead Agency shall be sent to the below address(es), as may be updated from time to time pursuant to this Section.

If to Lead Agency:

Jedediah Greenfield, MPA, CPPO, CTCD, CTCM
Chief Procurement Officer, Jedediah.Greenfield@houstontx.gov.

With a copy to:

CoreTrust Purchasing Group LLC
Attn: Drew Tuller, Senior Director Sales, Public Sector or designee
Senior Director Sales, Public Sector
601 11th Avenue North, 7th Floor
Nashville, Tennessee 37203



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SECTION J – MASTER AGREEMENT ACCEPTANCE FORM

[Attachment to Follow]



MASTER AGREEMENT ACCEPTANCE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE IN ORDER TO BE CONSIDERED FOR AN AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this solicitation and the Master Agreement at the prices proposed within the submitted proposal, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	[TO BE COMPLETED BY SUPPLIER]
Address	[TO BE COMPLETED BY SUPPLIER]
City/State/ZIP	[TO BE COMPLETED BY SUPPLIER]
Phone Number	[TO BE COMPLETED BY SUPPLIER]
Email Address	[TO BE COMPLETED BY SUPPLIER]
Printed Name	[TO BE COMPLETED BY SUPPLIER]
Job Title	[TO BE COMPLETED BY SUPPLIER]
Authorized Signature	

Master Agreement Effective Date	[INSERT HERE]
Master Agreement Termination Date	[INSERT HERE]
Contract Number	[INSERT HERE]

[SUPPLIER]

[LEAD AGENCY]

Authorized Signature

Printed Name

Title

Date

Authorized Signature

Printed Name

Title

Date



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SECTION K – FORM OF ADMINISTRATION AGREEMENT

[Attachment to Follow]



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ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT, including the Terms and Conditions attached hereto as Attachment A (collectively, this “**Admin Agreement**”) is entered into as of **[CLICK HERE TO ENTER DATE]** (“**Effective Date**”) by and between CoreTrust Purchasing Group LLC, a Delaware limited liability company (“**CoreTrust**”) and the Party identified in the table below (“**Supplier**”) (each a “**Party**” and together the “**Parties**”).

This Admin Agreement sets forth certain terms between CoreTrust and Supplier that apply to Supplier’s provision of Products & Services to governmental agencies participating in CoreTrust’s national cooperative purchasing program (“**Participating Agencies**”). For purposes of this Admin Agreement, any lead agency shall also be a Participating Agency.

Supplier Full Name:	[TO BE COMPLETED BY SUPPLIER]
Supplier Address:	[TO BE COMPLETED BY SUPPLIER]

Supplier National Account Manager:		Notice Address(es)* per <u>Section 6(f)</u>:
Name:	[TO BE COMPLETED BY SUPPLIER]	[TO BE COMPLETED BY SUPPLIER] <i>*Please identify above any additional addresses to which a simultaneous copy should be sent.</i>
Title:	[TO BE COMPLETED BY SUPPLIER]	
Telephone:	[TO BE COMPLETED BY SUPPLIER]	
Email:	[TO BE COMPLETED BY SUPPLIER]	

CoreTrust Point of Contact:		Notice Address(es) per <u>Section 6(f)</u>:
Name:	Drew Tuller	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203 <u>With a copy to:</u> CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203
Title:	Senior Director Sales, Public Sector	
Telephone:	518-538-1948	
Email:	Drew.Tuller@coretrustpg.com	

IN WITNESS WHEREOF, CoreTrust and Supplier have signed this Admin Agreement by their duly authorized representatives as of the Effective Date.

CORETRUST PURCHASING GROUP LLC

SUPPLIER

 Authorized Signature

 Authorized Signature

 Printed Name

 Printed Name



ATTACHMENT A – TERMS AND CONDITIONS

1. PARTY OBLIGATIONS

a. Mutual. Each Party shall cooperate in good faith to reasonably enable each Participating Agency's procurement of the Products & Services as contemplated hereunder.

b. CoreTrust. In addition to and without limiting Sections 1(a) and 4, CoreTrust shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Supplier Sales Training. CoreTrust shall during the Term develop, as appropriate and subject to Supplier approval (which approval shall not be unreasonably withheld, conditioned, or delayed), various sales training materials, sales tools, and marketing collateral to promote Supplier's Products & Services. In addition to the foregoing, CoreTrust shall (as appropriate) during the Term, and subject to CoreTrust's scheduling requirements: (1) conduct periodic sales trainings with Supplier sales representatives assigned to sell Products & Services; (2) provide such sales representatives with marketing collateral and sales tools to utilize with the Organizations, with particular focus on CoreTrust's procurement process and Organizations' legal ability in any applicable state (as further described in the Attachments) to purchase Products & Services without having to conduct their own bid or solicitation process; and (3) attend at least one Supplier company-wide sales and / or leadership meeting per year.

(ii) General Sales Support. CoreTrust shall, subject to CoreTrust's scheduling requirements, engage in Supplier sales efforts as agreed in writing between the Parties through participating in: (1) individual sales calls; (2) joint sales calls; (3) communications and customer service; (4) discussions and communication with Organizations during the sales process to address questions related to CoreTrust's procurement process, legal authority to purchase through the Cooperative Program, and Cooperative Program design; (5) trainings for Participating Agencies' teams; (6) regular business reviews to monitor Cooperative Program success; and (7) general contract administration.

(iii) Marketing. CoreTrust shall incorporate information about the Products & Services into CoreTrust's website and general collateral materials. CoreTrust and Supplier shall jointly develop and approve marketing materials to promote Products & Services, such as website content, print materials, talking points, press releases, and general correspondence. Subject to CoreTrust's scheduling requirements, CoreTrust shall market the Products & Services to Organizations as part of CoreTrust's ongoing Cooperative Program and other marketing activities, which may consist of: (1) general marketing of all of CoreTrust's master agreements, including Supplier's Products & Services; (2) marketing of Supplier's Products & Services specifically and / or as part of a package of selected master agreements to targeted Organizations; and (3) attending trade shows, conferences, and meetings, among other activities in CoreTrust's reasonable discretion.

c. Supplier. In addition to and without limiting Sections 1(a) and 4, Supplier shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Contract Administrator; Registration. Supplier shall identify a national account manager on the Cover Page and a separate executive corporate sponsor, each of whom is responsible for the overall management of this Admin Agreement, and notify CoreTrust promptly in writing following any change to such designee(s). Supplier is responsible for ensuring that each Organization has completed CoreTrust's registration process as designated by CoreTrust to Supplier prior to processing such Organization's first order.

(ii) Sales Commitment. Supplier shall market the Cooperative Program in the public sector as more thoroughly described in this Admin Agreement and the Plan. Supplier shall make available to interested Organizations such price lists or quotes as may be necessary for such Organizations to evaluate potential purchases of Products & Services, including without limitation publicizing and directly marketing to the Organizations (through print materials, appearances at conferences and promotional events, and other advertising and marketing activities) the benefits of CoreTrust's Cooperative Program and purchasing Products & Services through Supplier. Where Supplier has an existing contractual relationship for Products & Services with a state, Supplier shall notify such state of the Cooperative Program and transition the state to the pricing, terms, and conditions of a CoreTrust master agreement upon the state's request; provided, regardless of whether the state decides to transition to such master agreement, Supplier shall offer such master agreement to all Organizations located within the state.

(iii) Marketing and Training Commitment. Supplier shall, as more thoroughly set forth in the Plan (as applicable): (1) conduct training and education services about the Cooperative Program for the Organizations according to CoreTrust's reasonable scheduling requirements; (2) provide CoreTrust access to and use of Supplier's documents, presentations, and other materials applicable to this Admin Agreement and the services contemplated hereunder to enable CoreTrust to promote its Cooperative Program as contemplated hereunder; and (3) upon CoreTrust's reasonable request, provide information about the Participating Agencies' procurement of Products & Services which CoreTrust may use to improve its procurement processes.

(iv) Plan. Supplier shall work with CoreTrust to develop a Plan within the first ninety (90) days of the Term.

(v) Supplier Content. As requested by CoreTrust, Supplier shall provide Supplier Content for use on CoreTrust websites and for general marketing and publicity purposes as contemplated hereunder. During the Term, Supplier hereby grants to CoreTrust and its affiliates a non-exclusive, worldwide, royalty-free, transferable and sublicensable right and license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content to perform CoreTrust's obligations under this Admin Agreement.

(vi) Performance Review. During the Term, upon CoreTrust's reasonable request, Supplier shall participate in a performance review meeting with CoreTrust to evaluate Supplier's performance hereunder with respect to the marketing of the Program.

2. TERM; TERMINATION

a. Term. The Term of this Admin Agreement five (5) years.

b. Termination. Supplier's failure to maintain its covenants and commitments contained in this Admin Agreement shall constitute a material breach of this Admin Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, CoreTrust shall have the right to terminate this Admin Agreement, at CoreTrust's sole discretion.

c. Effects of Termination. Upon termination of this Admin Agreement for any reason: (i) Supplier shall continue making Administrative Fee payments to CoreTrust generated by Participating Agencies' purchase of Products & Services to the extent that Supplier continues to generate revenue from each Participating Agency's purchase of such Products & Services; and (ii) each Party shall immediately cease use of the other Party's trademarks, names, and logos.

3. FEES

a. Administrative Fee. Supplier shall pay CoreTrust the Administrative Fee for the preceding calendar month no later than thirty (30) days following the end of such calendar month. The Administrative Fee is payable in U.S. Dollars via wire to the payment account designated in writing by CoreTrust. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

b. Reporting. No later than thirty (30) days after the end of each calendar month during the Term, Supplier shall deliver to CoreTrust the Administrative Fee Report. CoreTrust may compare Supplier's Administrative Fee Report with Participating Agencies' records and, if CoreTrust identifies a material discrepancy, CoreTrust shall notify Supplier in writing, and Supplier shall have thirty (30) days thereafter to resolve such discrepancy to CoreTrust's reasonable satisfaction. If such resolution requires payment of additional Administrative Fee amounts, Supplier shall remit payment of such balance to CoreTrust no later than fifteen (15) days thereafter; provided, if Supplier disputes CoreTrust's finding(s) of a discrepancy and / or the underlying Participating Agency documentation, the Parties shall engage an independent auditor to evaluate such discrepancy, and the cost of such independent audit shall be borne by Supplier. Additionally, in an effort to provide Participating Agencies transparency, Supplier will work with CoreTrust in providing transactional reporting via SFTP process or API connection ("**Agency Report**"). The Agency Report will capture itemized spend information, to the extent possible, identified by a Participating Agency, and will occur at a cadence set by CoreTrust, not to exceed monthly.

c. Audit. CoreTrust, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits of Supplier's records related to its performance under this Admin Agreement, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Participating Agencies, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

4. REPRESENTATIONS & WARRANTIES

a. Mutual. Each Party hereby represents, warrants, and covenants that it does as of the Effective Date and shall during the Term comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

b. By Supplier. Supplier hereby represents and warrants that: (i) this Admin Agreement has received all necessary corporate authorizations and support of Supplier's executive management; (ii) it shall promote and market CoreTrust's Cooperative Program to Organizations; (iii) its sales force shall be trained, engaged, and committed to offering a master agreement to Organizations through CoreTrust in the geographies agreed between the Parties; (iv) all sales under such master agreement shall be accurately and timely reported to CoreTrust; (v) its sales force shall be compensated, including sales incentives, for sales to Participating Agencies under the master agreement in a consistent or better manner compared to sales to Organizations if Supplier were not awarded such master agreement; (vi) it is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (vii) Supplier Content and any other materials or services provided to CoreTrust as contemplated hereunder shall not infringe, misappropriate, or otherwise violate the intellectual property or proprietary rights of any third party.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

a. Indemnification. Supplier shall indemnify, defend, and hold harmless each Participating Agency and CoreTrust, and their respective administrators, directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all claims, proceedings, and / or demands ("**Claims**") resulting from Supplier's breach of its representations, warranties, and / or covenants under this Admin Agreement, and / or the actions of Supplier and its employees or subcontractors in the performance of Supplier's obligations under this Admin Agreement.

b. Disclaimer. With respect to any purchases by any Participating Agency, CoreTrust shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier or any Participating Agency; (ii) obligated by, liable for, or in any way responsible for the Products & Services or any order of Products & Services made by any Participating Agency or any employee thereof or for any payment required to be made with respect to such order for Products & Services; and / or (iii) obligated by, liable for, or in any way responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase Products & Services. CoreTrust makes no representation or guaranty with respect to any minimum purchases by any Participating Agency, whether individually or collectively, or any employee thereof under this Admin

Agreement. CORETRUST EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING CORETRUST'S PERFORMANCE AS A CONTRACT ADMINISTRATOR. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The terms of this Section 5 shall survive the termination of this Admin Agreement.

6. MISCELLANEOUS

a. General. This Admin Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, representations, and understandings relating to the same (written or oral). All Attachments hereto are hereby incorporated and made a part of Admin Agreement. Any conflict among the terms and conditions of any document associated herewith shall be resolved in the following order of precedence: (i) any Attachment; (ii) these Terms and Conditions; and (iii) any other such associated document. This Admin Agreement may be amended, modified, or supplemented only by a written document expressly indicating such intent of the Parties that is executed and delivered by an authorized representative of each Party. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power, or privilege. If a court of competent jurisdiction finds any provision of this Admin Agreement unenforceable or invalid, then such provision shall be ineffective to the extent of the court's ruling, and all remaining portions of the Admin Agreement remain in full force and effect. This Admin Agreement may be executed in two or more counterparts, and manually-executed counterparts may be delivered in electronic form, each of which is deemed an original, and all of which together constitute one and the same instrument. Paragraph headings contained herein are for reference only and are not substantive parts of this Admin Agreement. The use of the singular or plural shall include the other form. As used in this Admin Agreement, all references to "include" or "including" mean inclusive by way of example, and not restrictive by way of limitation, and all references to "day(s)" mean calendar days unless otherwise indicated. This Admin Agreement shall not be construed as prepared by one Party, but rather as if the Parties jointly prepared the same.

b. Relationship. Nothing contained in this Admin Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. Neither Party has authority to contract for or bind the other in any manner whatsoever except as expressly set forth in this Admin Agreement. This Admin Agreement is made solely for the benefit of the Parties, and no other persons shall acquire or have any right under or by virtue of this Admin Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Admin Agreement, in whole or in part.

c. Assignment. Supplier shall not assign this Admin Agreement nor its rights or obligations hereunder without CoreTrust's advance written consent. CoreTrust may in its sole discretion assign this Admin Agreement and / or its rights or obligations hereunder, if to a legal entity that has the authority and capacity to perform CoreTrust's obligations under this Admin Agreement. Any assignment in violation of this Section shall be null and void. This Admin Agreement shall bind upon and inure to the benefit of the Parties, their successors, and permitted assigns.

d. Governing Law. This Admin Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to their respective conflict of laws principles. SUPPLIER AND CORETRUST EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY TENNESSEE STATE COURT SITTING IN NASHVILLE, TENNESSEE OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS ADMIN AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*.

e. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Admin Agreement by reason of a Force Majeure Event. Neither Party shall have any liability to the other Party for a delay in performance nor failure to perform to the extent this Admin Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Admin Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

f. Notices. Each Party shall deliver all notices hereunder to the respective address provided on the Cover Page (as a Party may update pursuant to this Section 6(f)), by: (i) personal h, effective on delivery; (ii) certified mail, return receipt requested and postage prepaid, effective three (3) days following deposit with the U.S. Postal Service; or (iii) nationally recognized overnight courier service, effective the next business day following deposit therewith. The Parties may exchange correspondence via email concerning ordinary business matters hereunder; provided, formal notices due under this Admin Agreement are not effective unless sent pursuant to this Section 6(f).

g. Publicity. A Party may issue press releases or other public announcements with respect to this Admin Agreement only with the prior written consent of the other Party's authorized representative. CoreTrust may use Supplier's trademarks, names, and logos as provided by Supplier to CoreTrust. CoreTrust authorizes Supplier to use CoreTrust's trademarks, names, and logos solely as provided by CoreTrust to Supplier and for the purposes of this Admin Agreement. Each Party's use of the other Party's trademarks, names, and logos shall be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials.

promoting the Products & Services pursuant to this Admin Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, no Party shall have any right, title, or interest in the other Party's trademarks, names, and/or logos.

7. DEFINITIONS

(a) **"Administrative Fee"** means an amount equal to three percent (3%) of the total sales price of all Products & Services purchased by the Participating Agencies and billed by Supplier (excluding taxes).

(b) **"Administrative Fee Report"** means an electronic report summarizing all sales made under the Cooperative Program during the preceding calendar month, in the form attached hereto as Schedule 1.

(c) **"Attachment"** means the appendices attached hereto and made a part of this Admin Agreement.

(d) **"Force Majeure Event"** means an occurrence negatively affecting a Party's performance hereunder and which is beyond a Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways.

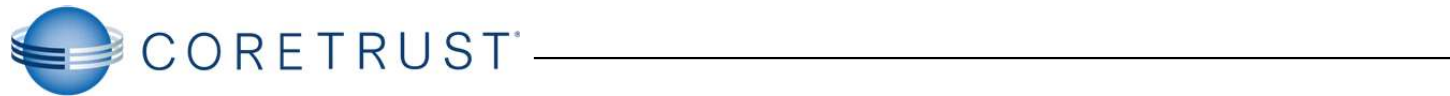
(e) **"Cooperative Program"** means CoreTrust's group purchasing organization operations, including without limitation its arrangements with certain vendors, strategic service partners, and other group purchasing entities.

(f) **"Organization(s)"** means (collectively) state, county, city, special district, and / or local government entities, school districts, private and public educational institutions, political subdivisions, state / regional / territorial agencies, state / regional / territorial governments, and other governmental agencies and nonprofit organizations.

(g) **"Plan"** means the sales and marketing plan through which the Parties shall advertise the Cooperative Program and benefits associated therewith to the Organizations, which plan shall include without limitation details concerning: (i) issuing co-branded press releases; (ii) publishing Cooperative Program details and contact information on both CoreTrust and Supplier websites; (iii) scheduling and holding training on any master purchasing agreement for the sales teams of both CoreTrust and Supplier; (iv) jointly participating in national and regional conferences; (v) jointly attending national and regional Participating Agency networking events; and (vi) designing, publishing, and distributing co-branded marketing materials; (vii) engaging in ongoing marketing and promotion of the Cooperative Program for the entire Term (e.g., developing and presenting case studies, collateral pieces, and presentations).

(h) **"Products & Services"** means those products and services provided or otherwise made available by Supplier under this Admin Agreement.

(i) **"Supplier Content"** means graphics, media, and other content Supplier provides or otherwise makes available to CoreTrust hereunder.



SCHEDULE 1 TO ATTACHMENT A - FORM OF ADMINISTRATIVE FEE REPORT

	File Type:	ADMIN	Lead Agency ID:	
	Supplier Name:		Related Check/Wire #:	
	Contract Number:		Check/Wire Amount:	
	Month:		Total Fees for this Month for this contract:	
	Year:			
	NOTE: For a complete list of Participating Agency ID's please check the CoreTrust Participating Agency Roster that is emailed to you by the CoreTrust. Every Participating Agency must have an ID listed with it. Please contact Customer Service at gethelp@coretrustpg.com if you need assistance.			
	DO NOT DELETE THIS ROW OR MARK IN CELL "A10" OR THE SYSTEM WILL NOT ACCEPT THE FILE.			
	Participating Agency ID (Provided by CoreTrust)	Participating Agency Name	Monthly Net Sales	Monthly Admin Fees

**All amounts to be stated in U.S. Dollars.*



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Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement

[Attachment to Follow]



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

THIS MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (“**Lead Agency(ies)**”) with CoreTrust Purchasing Group LLC (“**CoreTrust**”) to be appended and made a part hereof, and other government agencies (collectively, with Lead Agency, a “**Program Participant**”) who participate in the cooperative purchasing programs administered by CoreTrust and / or its affiliates and subsidiaries (collectively, “**Program**”) in the manner designated by Lead Agency and/or CoreTrust.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products & Services**”) to the applicable Lead Agency and Program Participants;

WHEREAS, Master Agreements are made available to Program Participants by Lead Agencies through the Program and provide that Program Participants may voluntarily purchase Products & Services on the same terms, conditions, and pricing as Lead Agency, subject to any applicable federal and / or local purchasing ordinances and the laws of the state of purchase;

WHEREAS, the parties hereto desire to comply with the requirements of any intergovernmental cooperative act, if applicable, to the laws of the state of purchase; and

WHEREAS, in addition to Master Agreements, the Program may from time-to-time offer Program Participants the opportunity to acquire Products & Services through other group purchasing agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

- 1. COOPERATION.** Each party shall facilitate the cooperative procurement of Products & Services.
- 2. COMPLIANCE WITH LAWS.** The procurement of Products & Services by the Program Participant shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Program Participant’s procurement practices.
- 3. COMPLIANCE WITH CONTRACTUAL REQUIREMENTS.** The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
- 4. INFORMATION SHARING.** The Lead Agencies shall make available, upon reasonable request, information about Master Agreements which may assist in facilitating and improving the procurement of Products & Services by the Program Participant.
- 5. AGREEMENT ACCESS.** Program Participant agrees that the Program may provide access to group purchasing organization (“**Cooperative**”) agreements directly or indirectly by enrolling Program Participant in another Cooperative’s purchasing program; provided, the purchase of Products & Services shall be at Program Participant’s sole discretion.
- 6. PAYMENT.** Program Participant shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products & Services procured and received through any Master Agreement (each a “**CoreTrust Agreement**”) in accordance with the terms and conditions of the Master Agreement.
- 7. ADMINISTRATIVE FEE.** Program Participant acknowledges and agrees that CoreTrust may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by a Program Participant under a CoreTrust Agreement.
- 8. RESTRICTIONS.** Program Participant agrees that Products & Services purchased under any Master Agreements are for Program Participant’s own use in the conduct of its business, and in no event shall Program Participant sell, resell, lease, or otherwise transfer goods purchased through CoreTrust Agreements to an unrelated third party unless expressly permitted by the terms of the applicable CoreTrust Agreement.
- 9. REMEDY; DISPUTE.** Payment for Products & Services and inspections and acceptance of Products & Services ordered by Program Participant shall be the exclusive obligation of Program Participant. Disputes between Program Participant and any Supplier shall be resolved in accordance with the law and venue rules of the state of purchase unless otherwise agreed



to by Program Participant and Supplier. The exercise of any rights or remedies by Program Participant shall be the exclusive obligation of Program Participant.

10. NON-CIRCUMVENTION. Program Participant shall not use this Agreement or the terms and conditions of any CoreTrust Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

11. DISCLAIMER. Program Participant shall be responsible for the ordering of Products & Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products & Services under this Agreement. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CORETRUST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY PRODUCTS & SERVICES OR CORETRUST AGREEMENT AND SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY SUPPLIER OR OTHER PARTY UNDER A CORETRUST AGREEMENT.

12. TERMINATION. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.

13. SEVERABILITY. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. ASSIGNMENT. This Agreement and the rights and obligations hereunder are not assignable by either party hereto without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Program Participant and CoreTrust may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Program Participant or CoreTrust shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 shall be null and void.

15. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16. LIABILITY. To the extent not prohibited by law, Program Participant shall indemnify, defend, and hold harmless CoreTrust and its directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all third-party claims, proceedings, and / or demands ("**Claims**") resulting from the activities of Supplier and its employees or subcontractors in connection with the Program. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE CORETRUST SHALL NOT BE LIABLE FOR ANY ACTION, OR FAILURE TO TAKE ACTION, OF SUPPLIER IN CONNECTION WITH THE PERFORMANCE OF SUPPLIER'S OBLIGATIONS UNDER A CORETRUST AGREEMENT.

17. ACKNOWLEDGMENT. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

18. COMMENCEMENT. This Agreement shall take effect upon: (i) executing a Lead Public Agency Certificate; or (ii) the Program Participant registering on any Program website or other formal written means, as applicable.



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SECTION M – LEAD PUBLIC AGENCY CERTIFICATE

[Attachment to Follow]



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LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Agency for the CoreTrust Program, the city of Houston, TX has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("**MICPA**") regulating the use of the Master Agreements and purchase of Products & Services that from time to time are made available by Lead Agency to Program Participants nationwide through CoreTrust. Copies of Master Agreements and any amendments thereto made available by Lead Agency shall be provided to Suppliers and CoreTrust to facilitate use by Program Participants.

I understand that the purchase of one or more Products & Services under the provisions of the MICPA is at the sole and complete discretion of the Program Participant.

LEAD AGENCY

Authorized Signature

Printed Name

Title

The completed certificate is on file and available upon request.



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SECTION N – TECHNICAL PROPOSAL

ATTACHED AS A SEPARATE FILE

Section N – Technical Proposal

Vending Machines Questionnaire Worksheet

This worksheet is intended for prospective Contractors to outline their relevant experience and capabilities in alignment with the solicitation's requirements. The information provided must be comprehensive and directly address all specified requirements. The information submitted should be organized with priority given to the most important and relevant experience listed first.

1.0 Qualifications and Specialized Experience of the Firm (30 Points)

Requirement	Proposer's Response
Please detail how your service is standardized across all delivery endpoints. 1- How much of the delivery is self-performed and how much is subcontracted out? 2- If you have to use a third party for delivery, what management processes and tools do you use to make sure a third party delivery entity meets the same customer services standards. Provide as much information as possible as to how your teams are trained and how the customer service experience will be impacted by these investments in training.	
Please detail how many vending machines you own and, separately, how many you operate in the field nationally. How many micro-markets? How many breakroom or pantry locations?	
How do you ensure clients are getting the best value for your services?	
What is your client retention rate?	
Describe your equipment service and maintenance process. What technology and tools do you have to support an efficient and transparent process?	
Does your firm provide a consistent look and feel for vending, micro-markets, and	

office coffee services at all kinds of facilities, in particular for government? Can your firm support consistency of service for multiple government clients nationwide?	
Provide details on how many private and public customers you have by region and by scale. Highlight customers you have supported for three or more years in each size.	
How much volume do you manage nationally?	
How many branch locations do you own/operate nationwide?	
How many vehicles are in your fleet?	

2.0 Methodology and Operational Approach to Requested Services/ Solution (20 Points)

Prospective Contractors are requested to submit a narrative that presents a high-level overview of their proposed solution or approach. This narrative should specifically address the requirements detailed in the Solicitation.

Requirement	Proposer's Response
Provide details where your food offerings are produced and manufactured. Is it at a USDA-approved facility?	
Identify and describe your health, safety and quality assurance processes.	
Provide details of your recall management process and how instructions flow through your supply chain and delivery infrastructure.	
Provide details of your expiration management process and onsite protocols.	

Since all machines will be able to accept electronic payment, protecting PPI information and preventing these machines from being a gateway to malicious attempts on personal data or the government network is critical. Explain your investments in cyber security and how you govern PCI compliance and cyber security.	
Explain your sustainability efforts and how you can help reduce scope 3 emissions in our facilities. Identify practices that reduce waste, minimize carbon footprint, or otherwise have an environmental impact	
Demonstrate your capability of full transparency in reporting for all consumer facilities on one platform down to the site and machine level.	
Demonstrate how you will maintain all SKUs at 75% full or better during the vending machine's service at high-priority locations such as 911 and Emergency Operations Centers.	
Demonstrate how you will guarantee a response within 24 hours (not standard business hours) to respond to emergency requests. <i>This does not mean that the issue must be fixed or resolved within 24 hours but that the proposer has to respond to emergency requests.</i>	
Identify payment methods for proposed vending machines. Proposed vending machines shall meet consumers' needs regarding cash, coin, credit card, ApplePay, Google Wallet, etc.	

3.0 Firm's Key Personnel and Staffing Capabilities (10 Points)

Prospective contractors shall submit a comprehensive narrative that outlines their key personnel and staffing capabilities.

Requirement	Proposer's Response
How many associates make up your national accounts team?	
What is the process for hiring your employees?	
Are your employees subject to background checks and drug tests?	

4.0 Specifications/Product Offerings/Options (10 Points)

Prospective Contractors shall submit optional recommended product offerings. Costs associated with the optional recommended products **must** be included on this form and **must not** be included in the completed *pricing response*.

Requirement	Proposer's Response
Provide technical specifications for vending machines. Proposers must also specify whether or not their proposed vending machines offer touchscreen features and, if so, what they are.	
Describe the healthy options and programs you provide.	
What hot food options can you provide?	
What types of coffee brands and equipment can you provide? Do you work with local roasters (SBEs, MWBEs, SDVOBs)?	
Please describe a good, better, and best option example.	



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SECTION O – COST PROPOSAL

ATTACHED AS A SEPARATE FILE

Bidders must complete the Product Category Pricing tab

Bidders must utilize the drop down list under "Product Category" to select the applicable product category (e.g. can soda 12 oz)

Bidders will be scored based on the proposed base NTE pricing in the Product Category Pricing tab.

Bidders are strongly encouraged to offer scalability of pricing as Section O - Cost Proposal shall be available to Participating Entities on a national cooperative scale.

Bidders may detail their commission rates for various products and under what conditions those commission rates apply.

There will be no commission for fresh foods.

[illegible][illegible]

Product Category
Can Soda (12 oz.)
Bottled Soda (20 oz.)
Bottled Water (20 oz.)
Energy Drinks
Sports Drinks
Juice (Apple, Orange, etc)
Milk/Chocolate Milk
Bottled Iced Tea
Hot Tea
Hot Coffee
Premium Hot Coffee
Hot Chocolate
Chips
Crackers
Salty Snacks
Premium Salty Snacks
Cookies
Candy
Gum/Mints
Pastries/Pop-Tarts
Protein Bars
Snack Cakes
Healthy Snacks
Healthy Fresh Snacks
Fresh Food
Healthy Fresh Food
Premium Fresh Food
Other
Other - Premium

[illegible]

**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE PROPOSER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

Page 3 of 3

**EXHIBIT II
ATTACHMENT "D"
DECLARATION OF HIRE HOUSTON FIRST DESIGNATION**

DIRECTIONS: Execute the declaration below regarding your company's status as a Hire Houston First (HHF) designated company. **Fill out the appropriate box below and leave the other blank.**

If your company does not have a HHF designation and would like to apply for designation go to: www.houstontx.gov/obo/hirehoustonfirst.html at least 10 working days prior to submitting a bid or proposal.

1. This certifies that Bidder/Proposer, _____, is a Hire Houston First designated **City Business (CB)**. A valid certificate of designation is attached.

_____/_____
Print Name Signature Date

2. This certifies that Bidder/Proposer, _____, is a Hire Houston First designated **Local Business (LB)**. A valid certificate of designation is attached.

_____/_____
Print Name Signature Date

EXHIBIT III

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City](#));
- b. The City of Houston Fair Campaign Ordinance ([Chapter 18 of the Code of Ordinances](#)); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities shall disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
 - a. If a firm is operating under an assumed name, the following format is recommended:
Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Bidder's email address

Email Address:

STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS **NOT APPLICABLE** IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

TEX. GOV'T CODE §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- ☐ TEXAS RESIDENT BIDDER
☐ NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of _____ statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (*specify in space below*)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston ("Houston") in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state "None" on the first line below.

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____ Director or Member	_____ Address
Name _____ Director or Member	_____ Address
Name _____ Director or Member	_____ Address
Name _____ Director or Member	_____ Address
Name _____ Director or Member	_____ Address

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.

ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued.*

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

Residence Address [No./Street]

City / State / Zip Code

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

Residence Address [No./Street]

City / State / Zip Code

ATTACH ADDITIONAL SHEETS AS NEEDED.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal **[DESCRIBE]**:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature	Date
Printed name	
Title	

NOTE: This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

EXHIBIT IV
ANTI-COLLUSION STATEMENT

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		

EXHIBIT V CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Exhibit VI

Equal Opportunity Clause

The applicant/Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant/Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant/Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant/ Contractor further agrees that it will refrain from entering into any contract or contract modification subject to [Executive Order 11246](#) of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor Company Name

Name and Title

Signature

Date

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BID # _____
ORDINANCE # _____
CONTRACT# _____

AGREEMENT FOR _____ SERVICES

AGREEMENT FOR _____ SERVICES

ARTICLE 1. PARTIES

THIS AGREEMENT FOR _____ SERVICES (this "Agreement") is made on the date countersigned by the City Controller between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the State of Texas principally situated in Harris County, and _____ ("Contractor"), a _____ doing business in Texas.

1.01 ADDRESS:

1.01.1 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City

Director or Designee
_____ Department
City of Houston
P. O. Box 1562
Houston, Texas 77251

Contractor

Attention: _____

The Parties agree as follows:

1.02 TABLE OF CONTENTS

1.02.1 This Agreement consists of the following sections:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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EXHIBITS

- "A" SCOPE OF SERVICES
- "B" DRUG POLICY COMPLIANCE AGREEMENT
- "C" CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- "D" DRUG POLICY COMPLIANCE DECLARATION
- "E" FEES AND COSTS

1.03 PARTS INCORPORATED

- 1.03.1 The above-described sections and exhibits are incorporated into this Agreement.

1.04 CONTROLLING PARTS

- 1.04.1 If a conflict between the sections or exhibits arises, the sections control over the exhibits.

1.05 **SIGNATURES**

1.05.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

Name:
Title:

ATTEST/SEAL:

City Secretary

APPROVED:

Director, _____ Department

APPROVED:

Chief Procurement Officer

This Agreement has been reviewed as to form by the undersigned and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

APPROVED AS TO FORM:

Legal Assistant
Date: _____

CONTRACTOR:

By: _____
Name:
Title:
Federal Tax ID Number: _____

CITY OF HOUSTON, TEXAS
Signed by:

Mayor

COUNTERSIGNED BY:

City Controller

COUNTERSIGNATURE DATE:

APPROVED AS TO FORM:

Assistant City Attorney
L.D. File No. _____

ARTICLE 2. DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word “shall” is always mandatory and not merely permissive.

1. “Agreement” means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
2. “Business Day” means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
3. “Chief Procurement Officer” (“CPO”) means the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
4. “City” is defined in the preamble of this Agreement and includes its successors and permitted assigns.
5. “Contractor” is defined in the preamble of this Agreement and includes its successors and assigns.
6. “Countersignature Date” means the date shown as the date countersigned on the signature page of this Agreement.
7. “Director” means the Director of the City of Houston _____ Department or such other person as he or she designates.
8. “Documents” mean notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.
9. “Effective Date” means the date this Agreement is countersigned by the City Controller.
10. “Notice to Proceed” means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
11. “Party” or “Parties” means one or all of the entities set out in the Preamble who are bound by this Agreement.

ARTICLE 3. DUTIES OF CONTRACTOR

3.01 SCOPE OF SERVICES

3.01.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "A".

3.02 COORDINATE PERFORMANCE

3.02.1 Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

3.03 TIME EXTENSIONS

3.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed **90 calendar days**. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

3.03.2 If the Director requests an extension of time to complete Contractor's performance, then the CPO may, upon consultation with the Director involved, extend the time so long as the extension does not exceed **90 calendar days**. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

3.04. REPORTS

3.04.1 Contractor shall submit all reports and progress updates required by the Director or CPO.

3.05 PAYMENT OF SUBCONTRACTORS

3.05.1 **IN ACCORDANCE WITH THE TEXAS PROMPT PAYMENT ACT, CONTRACTOR SHALL MAKE TIMELY PAYMENTS TO ALL PERSONS AND ENTITIES THAT CONTRACTOR HAS HIRED TO SUPPLY LABOR, MATERIALS, OR EQUIPMENT FOR THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS REGARDLESS OF WHETHER THE FAILURE TO PAY IS CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR GROSS NEGLIGENCE, (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR LIABILITY OF THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES.**

3.05.3 Failure of Contractor to pay its employees as required by law shall constitute a default under this Agreement, for which Contractor and its surety shall be liable on Contractor's performance bond, if any, if Contractor fails to cure the default as provided under this Agreement.

3.06 RELEASE

3.06.1 CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

3.07 INDEMNIFICATION

3.07.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

3.07.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS 3.07.1.1 THROUGH 3.07.1.3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

3.07.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

3.07.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

3.07.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S

INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.08 SUBCONTRACTOR'S INDEMNITY

3.08.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.09 INDEMNIFICATION PROCEDURES

3.09.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving Party shall give written notice to the other Party within 30 days. The notice must include the following:

3.09.1.1 a description of the indemnification event in reasonable detail;

3.09.1.2 the basis on which indemnification may be due; and

3.09.1.3 the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.09.2 Defense of Claims

3.09.2.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.09.2.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

3.10 INSURANCE

3.10.1 Risks and Limits of Liability. Contractor shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	Texas Statutory for Workers' Compensation
Employer's Liability	• Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	\$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for: (i) Any Auto; or (ii) All Owned, Hired, and Non-Owned Autos
Professional Liability (if applicable)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

3.10.2 Insurance Coverage. At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance evidencing adequate coverage that meets or exceeds the Agreement requirements. Contractor shall be responsible for and pay: (i) all premiums; and (ii) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants to provide proof of insurance coverage meeting all requirements stated above.

3.10.3 Form of insurance. The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never: (i) excuse non-compliance with the terms of this Section; or (ii) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall: (i) be admitted and authorized; or (ii) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

3.10.4 Required Coverage. The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall extend coverage to the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without

regard to other Agreement provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must provide a Waiver of Subrogation in favor of the City. Each policy, except Workers' Compensation and Professional Liability, must also apply as primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

3.10.5 Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED. Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

3.10.6 Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

3.11 WARRANTIES

3.11.1 Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

3.11.2 With respect to any parts and goods it furnishes, Contractor warrants:

3.11.2.1 that all items are free of defects in title, design, material, and workmanship;

3.11.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed;

3.11.2.3 that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and

3.11.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

3.12 **CONFIDENTIALITY**

3.12.1 Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

3.13 **USE OF WORK PRODUCTS**

3.13.1 The City may use all Documents that Contractor prepares or obtains under this Agreement. In addition, Contractor shall provide the Director with supporting schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

3.13.2 Contractor warrants that it owns the copyright to the Documents.

3.13.3 Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

3.14 **LICENSES AND PERMITS**

3.14.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation for the performance under this Agreement. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against its license.

3.15 **COMPLIANCE WITH LAWS**

3.15.1 Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

3.16 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

3.16.1 Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

3.17 **MINORITY AND WOMEN BUSINESS ENTERPRISE COMPLIANCE**

3.17.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances and the applicable Office of Business Opportunity's ("OBO") Policies and Procedures. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least _____% of the value of this Agreement to MWBEs ("Stated MWBE Goal(s)"). If the Contractor is a certified MBE or WBE, Contractor may count toward goals the work that it commits to perform with its own work force, capped at 50% of the total advertised goal. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with OBO and will comply with them.

3.17.2 For purposes of this paragraph, "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date of this Agreement and each anniversary thereof. If the term of this Agreement exceeds one Contract Year and Contractor's MWBE participation level in a Contract Year is less than the Stated MWBE Goal(s), then within 30 calendar days of the end of each Contract Year Contractor must provide a written explanation to both the Director and Office of Business Opportunity Director ("OBO Director") of the following: (1) the discrepancy between Contractor's MWBE participation level and the Stated MWBE Goal(s), (2) the reason for the discrepancy, and (3) Contractor's good faith efforts (in accordance with the City's policy) towards achieving the Stated MWBE Goal(s). As part of the good faith efforts assessment, the OBO Director may consider Contractor's failure to timely submit the notice or explanation required by this provision and the OBO Director may impose sanctions or other penalties on Contractor for said failures in accordance with Chapter 15 of the Code of Ordinances, OBO's policies and procedures, and the City's good faith efforts policy.

3.17.3. The OBO Director, in consultation with the Director, may review, at any time during the Term of this Agreement, Contractor's progress toward attainment of the Stated MWBE Goal(s), by reviewing the percentage of work to MWBE subcontractors and the payments Contractor has made to such MWBE subcontractors. If the OBO Director determines that Contractor is not in compliance with this section of this Agreement, Chapter 15 of the Code of Ordinances, OBO's policies and procedures, and the City's good faith efforts policy, the OBO Director may:

3.17.3.1. After consultation with the Director and the Chief Procurement Officer, determine whether any of the following actions should be taken and notify Contractor of such determination:

3.17.3.1.1. enter a written agreement with Contractor allowing Contractor to cure the noncompliance matter;

3.17.3.1.2. suspend Contractor from engaging in any agreement with the City for a period up to, but not to exceed, five years, pursuant to Section 15-88 of the City's Code of Ordinances, as may be amended from time to time; or

3.17.3.1.3. take any other appropriate remedy.

The determination of the OBO Director is final.

3.17.3.2. Make a recommendation to the Director and the Chief Procurement Officer, to:

3.17.3.2.1. withhold payment or reimbursement under this Agreement;

3.17.3.2.2. make a finding that Contractor is in default or has breached this Agreement;

3.17.3.2.3. determine not to renew this Agreement;

3.17.3.2.4. terminate for cause this Agreement; or

3.17.3.2.5. take any other appropriate remedy.

3.17.4. Contractor shall maintain records showing:

3.17.4.1. subcontracts and supply agreements with Minority Business Enterprises;

3.17.4.2. subcontracts and supply agreements with Women Business Enterprises;

3.17.4.3. subcontracts and supply agreements with Small Business Enterprises (if any);

3.17.4.4. written confirmation from MWBE subcontractors and suppliers that they are participants on the agreement; and

3.17.4.5. specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the OBO Director in the form and at the times he or she prescribes.

3.17.5. Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

3.17.5.1. [Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records

available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

- 3.17.5.2. Within five (5) business days of execution of this subcontract, Contractor [prime contractor] and Subcontractor shall designate, in writing, to the City of Houston's OBO Director (the "OBO Director") an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street, mailing address, phone number, and email address of such agent.
- 3.17.5.3. After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of ordinances.

3.18. **DRUG ABUSE DETECTION AND DETERRENCE**

- 3.18.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 (the "Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 3.18.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - 3.18.2.1 a copy of its drug-free workplace policy;
 - 3.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "B", together with a written designation of all safety impact positions; and
 - 3.18.2.3 if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "C".
- 3.18.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "D". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or, if

no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

3.18.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

3.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

3.19. **CONFLICTS OF INTEREST**

3.19.1 If an actual or potential conflict arises between the City's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Director in writing. If the Director consents to Contractor's continued representation of the other clients, he or she shall notify Contractor in writing. If the Director does not issue written consent within 3 business days after receipt of Contractor's notice, Contractor shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.

3.20. **PAY OR PLAY**

3.20.1 The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

3.21. **CUSTOMER SATISFACTION**

3.21.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards

3.22. **ADDITIONS AND DELETIONS**

3.22.1 Additional Products and Services. Subject to the allocation of funds, the CPO may add similar equipment, supplies, services, or locations, within the scope of this Agreement, to the list of equipment, supplies, services, or locations to be performed or provided by giving written notification to Contractor. For purposes of this Section, the "Effective Date" means the date specified in the notification from the CPO. As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date. In the event the additional equipment, supplies, services, or locations are not identical to the items(s) already under this Agreement, the charges therefor will then be Contractor's normal and customary charges or rates

for the equipment, supplies, services, or locations classified in the Fees and Costs (Exhibit "E").

3.22.2 Exclusion of Products and Services. If a deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the CPO may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded deliverable or service from the sum(s) otherwise due under this Agreement.

3.22.3 The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

3.22.3.1 The additions are exempt from the competitive bidding or proposal requirements set forth in Tex. Local Govt. Code Chapter 252; or

3.22.3.2 The City acquires the additions from Contractor through a competitive bid or competitive proposal.

3.23. **CHANGES**

3.23.1 At any time during the Agreement Term, the CPO may issue a Change Order to increase or decrease the scope of services or change plans and specifications as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

3.23.2 The CPO will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of CPO]

3.23.3 The CPO may issue more than one Change Order, subject to the following limitations:

- 3.23.3.1 The City Council expressly authorizes the CPO to approve one or more Change Orders, provided each Change Order cannot exceed \$50,000. A Change Order of more than \$50,000 must be approved by the City Council.
- 3.23.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 3.23.3.3 The total of all Change Orders issued under this section may not increase the original contract amount by more than 25%.
- 3.23.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The CPO's decision regarding a time extension is final.
- 3.23.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 3.23.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

3.24 **ENVIRONMENTAL LAWS**

- 3.24.1 Contractor shall comply with all rules, regulations, statutes, and orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations (the "Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply with Environmental Laws.
- 3.24.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Laws. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants, or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

3.25 **COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

- 3.25.1 *Anti-Boycott of Israel*. Contractor certifies that Contractor is not currently engaged

in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

3.25.2 *Anti-Boycott of Energy Companies.* Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

3.25.3 *Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

3.25.4 *Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Texas Government Code, Contractor certifies that, at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

3.26 **ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

3.26.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

3.27 **PRESERVATION OF CONTRACTING INFORMATION**

3.27.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director,

Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or City policy.

- 3.27.2 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

ARTICLE 4. DUTIES OF CITY

4.01 PAYMENT TERMS

- 4.01.1 Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in Exhibit "A" that are rendered by Contractor based upon monthly invoices showing the number of individual tasks and related services performed at the rates set forth in Exhibit "E". Contractor must submit all invoices through the City's supplier management portal, SAP Business Network, as directed by the Director or CPO, unless the Parties agree to another method in writing signed by Contractor, the Director and the CPO. The fees must only be paid from Allocated Funds as provided below.

- 4.01.2 Early Payment Discount. The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from Contractor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following Business Day.

- 4.01.3 Price Increase. For purposes of this paragraph, "Contract Year" means a twelve

(12) month period during the term of the contract commencing on the Effective Date of this Agreement and each anniversary thereof. Beginning in the second Contract Year and in each subsequent Contract Year, Contractor may request consideration of an increase in its prices by submitting a written request to the CPO. To support its request, Contractor must include current written documentation from a relevant nationally recognized index detailing the rationale for the adjustment. If the identified index returns to the previous level, the City will return the pricing to the original values. The request must be signed by the person who signed this Agreement or that person's successor. No increase shall be effective until approved in writing by the CPO.

4.02 **TAXES**

4.02.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

4.03 **METHOD OF PAYMENT**

4.03.1 The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to Contractor within 30 days of the receipt and approval by the City of such invoices.

4.03.2 Disputed Payments. If, for any reason, the City disputes all or part of any Contractor invoice, the Director or CPO shall not authorize payment of the disputed part of the invoice, and may, in the sole discretion of the Director or CPO, elect to pay any undisputed portion of the invoice. The Director or CPO shall 1) promptly notify Contractor that the City disputes all or part of the Contractor's invoice, and 2) request that the Contractor correct the invoice or otherwise respond to the City's concerns. The Director or CPO and/or the City Attorney are authorized to settle disputes and pay disputed invoices without approval by City Council if the amount paid by the City to the Contractor to resolve the dispute does not cause the total of all payments by the City to Contractor under this Agreement to exceed the maximum contract amount approved by City Council for this Agreement.

4.04 **LIMIT OF APPROPRIATION**

4.04.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

4.04.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

- 4.04.2.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

- 4.04.2.2 The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

4.05 ACCESS TO SITE

- 4.05.1 Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

4.06 ACCESS TO DATA

- 4.06.1 The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.
- 4.06.2 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.
- 4.06.3 For any raw data created, assembled, used, maintained, collected, or stored by Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed

upon by both Parties at no additional cost to the City.

ARTICLE 5. TERM AND TERMINATION

5.01. AGREEMENT TERM

5.01.1 This Agreement is effective on the Countersignature Date and shall remain in effect for ____ years, unless sooner terminated under this Agreement (the "Initial Term").

5.02. RENEWALS

5.02.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for _____ successive 1-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he or she shall notify Contractor and the CPO of non-renewal at least 30 days before the expiration of the then-current term.

5.03 NOTICE TO PROCEED

5.03.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director.

5.04. TERMINATION FOR CONVENIENCE BY CITY

5.04.1 The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

5.04.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

5.04.3 RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.05. **TERMINATION FOR CAUSE BY CITY**

5.05.1 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies that exist now or in the future. Default by Contractor occurs if:

5.05.1.1 Contractor fails to perform any of its material duties under this Agreement;

5.05.1.2 Contractor becomes insolvent;

5.05.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

5.05.1.4 a receiver or trustee is appointed for Contractor.

5.05.2 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least 30 days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

5.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and promptly cancel all orders or subcontracts chargeable to this Agreement.

5.06 **TERMINATION FOR CAUSE BY CONTRACTOR**

5.06.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date

5.07. **REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

5.07.1 Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove contractor-owned material and equipment from the City's premises. This City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

ARTICLE 6. MISCELLANEOUS

6.01 **INDEPENDENT CONTRACTOR**

6.01 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

6.02 **FORCE MAJEURE**

6.02.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

6.02.2 This relief is not applicable unless the affected Party does the following:

6.02.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

6.02.2.2 provides the other Party with prompt written notice of the cause and its anticipated effect.

6.02.3 The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final. If Contractor disagrees with the Director's decision, then the Contractor is permitted to pursue any alleged breach of this Agreement in accordance with its remedies available at law.

6.02.4 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

6.02.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

6.03 **SEVERABILITY**

6.03.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

6.04 **ENTIRE AGREEMENT**

6.04.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties with respect to this subject matter hereof. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

6.05 **WRITTEN AMENDMENT**

6.05.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.06 **GOVERNING LAW AND VENUE**

6.06.1 This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

6.07 **NOTICES**

6.07.1 All notices to either Party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

6.08 **CAPTIONS**

6.08.1 Captions contained in this Agreement are for reference only and therefore have no effect in construing this Agreement. The captions are not restrictive of the subject

matter of any section in this Agreement.

6.09 **NON-WAIVER**

6.09.1 If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

6.09.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

6.10 **INSPECTIONS AND AUDITS**

6.10.1 City representatives may perform, or have performed: (i) audits of Contractor's books and records; and (ii) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

6.11 **ENFORCEMENT**

6.11.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

6.12 **AMBIGUITIES**

6.12.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

6.13 **SURVIVAL**

6.13.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to, the indemnity provisions.

6.14 **PUBLICITY**

6.14.1 Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

6.15 **PARTIES IN INTEREST**

6.15.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

6.16 **SUCCESSORS AND ASSIGNS**

6.16.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

6.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

6.17.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the Director and CPO with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

6.17.2 Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

6.18 **REMEDIES CUMULATIVE**

6.18.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

6.19 **CONTRACTOR DEBT**

6.19.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE OR SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____, _____,
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT "C"

**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____, _____,
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has
no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will
be involved in performing _____.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of
Human Resources if any safety impact positions are established to provide services in performing
this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "D"

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or
(Name) (Print/Type) (Title)
officer of _____ (Contractor) (Name of Company), have personal knowledge and full
authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, _____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The
Initials Policy meets the criteria established by the Mayor's Amended Policy on Drug Detection
and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
Initials Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31.
Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
Initials Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
Initials performing on the City of Houston contract. The number of employees in safety impact
positions during this reporting period is _____.

_____ From _____ [Start date] to _____ [End date] the following test has occurred:
Initials

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite
Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this
declaration are within my personal knowledge and are true and correct.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT “E”
FEES AND COSTS