



Amended Agenda
High Valley Transit District
Tuesday, May 28, 2024 at 11AM

NOTICE is hereby given that the Board of Trustees will meet on Tuesday, May 28, 2024, electronically, via Zoom and at the anchor location at the Sheldon Richins Building, 1885 W. Ute Blvd., Park City, UT 84098, Room 133

Public comment may also be submitted until 10 AM PM on Monday, May 27, 2024 via email at hi@highvalleytransit.org.

To participate electronically: <https://summitcountyut.zoom.us/j/98801914010>

Or, to listen by phone, dial 1-301-715-8592

Meeting ID: 988 0191 4010

Passcode: 087052

This meeting may be recorded

Public Meeting

- 1) Pledge of Allegiance
- 2) Public Comment – all comments will be limited to three minutes per person

Closed Session *Property Acquisition*

Work Session

- 3) Ridership and performance
- 4) Transit facility
- 5) SR-224 Bus Rapid Transit
- 6) Finance Committee update: Bonding, Contracted Services

Consideration of Approval

- 7) Adoption of minutes dated April 11, 2024
- 8) Discussion and possible adoption of Resolution 2024-01, a Resolution of the High Valley Transit District joining the 791 Purchasing Cooperative
- 9) Board comments
- 10) Staff comments

Members of the Board, presenters, and members of the public may attend and fully participate by electronic means, using Zoom (phone or video).

Non-Discrimination Notice The High Valley Transit District's policy is that no person, regardless of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to any discrimination under any program, activity, or services under Section 601 of Title VI of the Civil Rights Act, as amended. To view a copy of our Title VI Policy and Complaint Procedure, please contact us at (435) 336-3113.

If you require this or any information in an alternative format, please contact us at (435) 336-3113.



STAFF REPORT

Date: 5/17/2024
 To: High Valley Transit District Board of Trustees
 From: Ian Hooper, Data & Performance Analyst
 Subject: Ridership & Performance Update

Requested Board Action.

None, this is an informational document for board use.

Micro

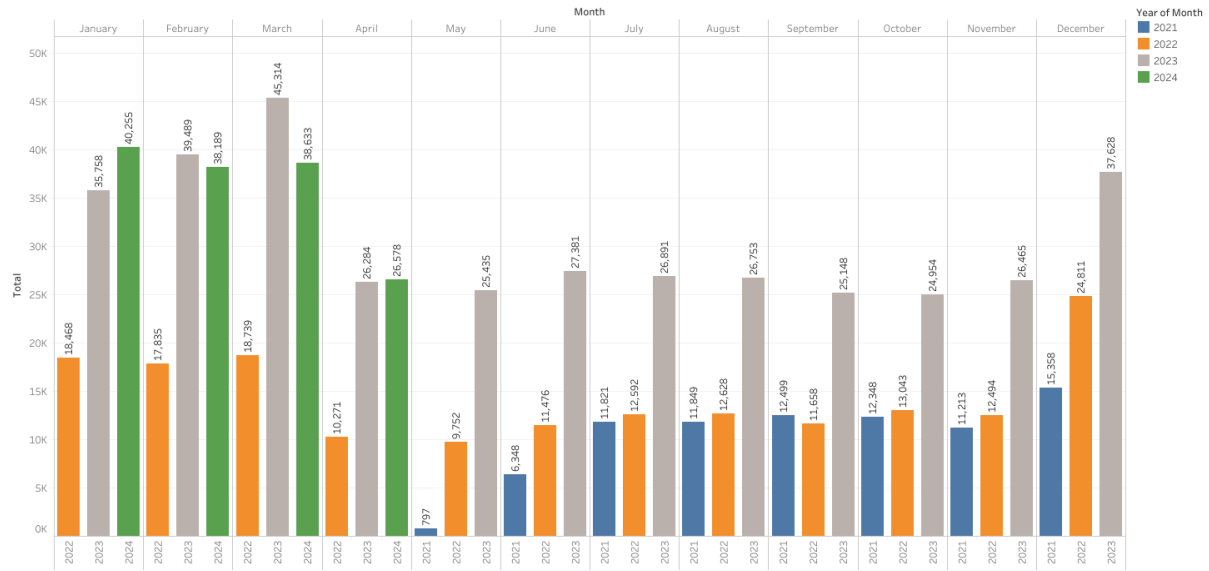
Through April 2024, Micro served **26,578 passengers**, compared to 38,633 in March. Utilization held an average of **3.4 passengers/driver hour**, on target with last month. The seat unavailable rate was 7.0%, a decrease from 12.6%. The average ETA was **19.5 minutes**, compared to 27.2 minutes in March.

Category	Metrics	March	April
Overall	Total Passengers	38,633	26,578
	Met Demand Rate	87.4%	93.0%
	Net Driver Hours	8,640	7,786
	Avg. Utilization (#riders/driver hr.)	4.5	3.4
	Avg. Aggregation	61.0%	52.2%
Rider Experience	Avg. Seat Unavailable Rate	12.3%	7.0%
	Avg. Ride Distance	3.6	3.6
	Avg. Pickup Walk Distance	63.3 meters	56.9 meters
	Average ETA	27.2 minutes	19.5 minutes
	Average Ride Rating (/5)	4.8	4.8
	Active Riders	3,523	2,785

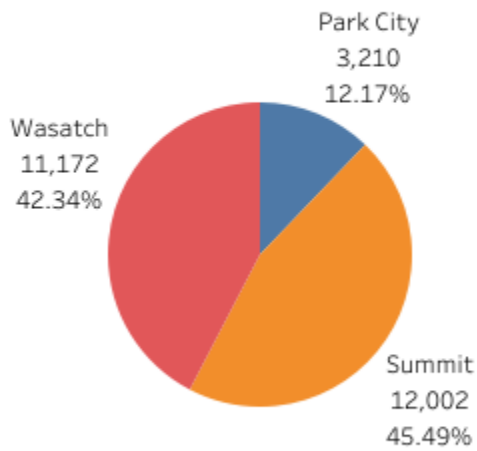
Rider Engagement	Avg. Rides/Active Rider	10.9	9.6
	New Riders	631	465

The graph below shows a comparison of Micro passenger counts through all years of service as of April 31st. Ridership has increased YOY.

All Micro Zones, by Month



Zone Pie Chart



This pie chart shows a comparison in ridership between each zone.

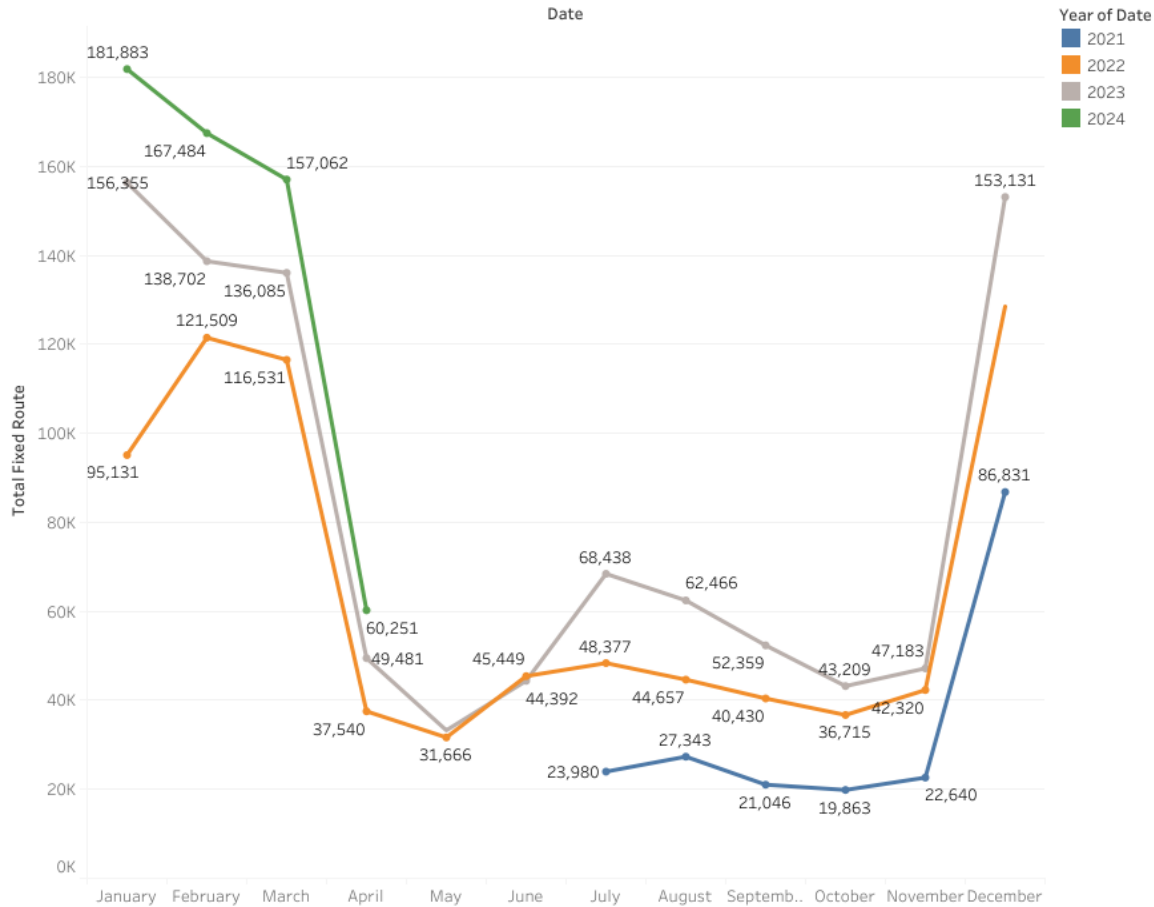
Fixed Route

The following table lists the passenger count for each of our fixed route lines. Passenger totals for March, April, and all of 2024 are detailed below.

Route	March	April	YTD Ridership
101 Spiro	109,357	35,974	394,856
102 Gateway	1,743	1,461	6,496
103 Kimball Junction	8,758	3,603	29,154
104 Bitner	12,131	8,497	48,755
105 Canyons Village	12,527	2,850	36,442
106 Wasatch	6,866	3,409	24,910
107 Connect	5,680	3,897	22,250
<i>Total</i>	157,062	60,251	566,680

The following graph shows a yearly comparison of passenger count for all fixed routes, since the inception of HVT.

Total Fixed Route Growth Comparison

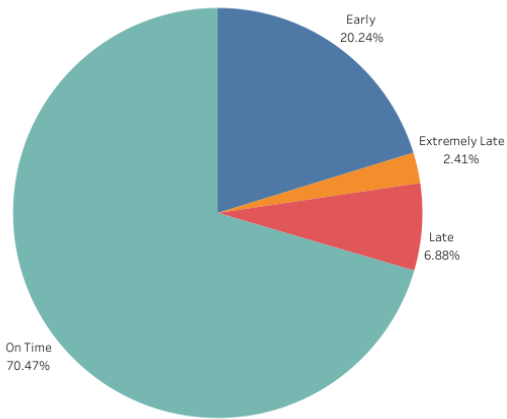


On-Time Performance (OTP)

The chart below shows On-Time Performance for HVT's fixed route service.

On-Time Performance has been adjusted by our operations team to now measure the difference between actual and expected *departure* times. OTP is still classified as Late whenever a line is delayed >5 minutes past expected arrival, or Extremely Late when a line is delayed >10 minutes.

A total of 70.47% of all fixed route rides departed on time in the month of April - an increase from 51.17% in March. This change is not representative of a major increase in productivity. Rather, this is reflective of a change in our OTP methodology. As we install new OTP trackers and switch software for our fixed routes, the new system will be focused solely on key stops, rather than each individual stop.



Customer Service

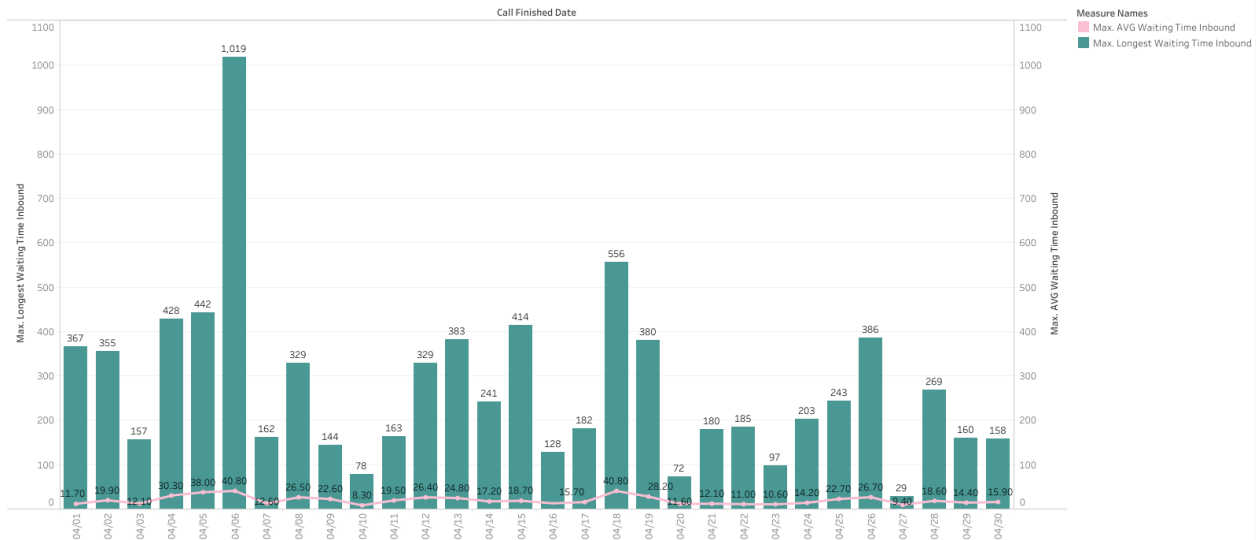
Call Wait Times

Each week, we receive a weekly report regarding calls to the main HVT line, (435) 246-1538, which is the number displayed on the app and website. The chart below shows a breakdown of all calls in September. The main line is inclusive of all other services as well as inbound calls from drivers and all Spanish calls.

In April, we received 5,981 total inbound calls. 121 of these calls were missed, for an average of 4.0 missed calls per day. Our average wait time was 17 seconds. The Paratransit Service Order¹ sets a goal of 1 minute or less for the average waiting time, which was met this month. Below is a graph showing daily maximum and average wait times.

¹ The TAAS Service Order for ADA Complementary Paratransit is available at <https://highvalleytransit.org/wp-content/uploads/2021/05/2021-05-27-Amended-Agenda-and-staff-reports.pdf>; the performance standards referenced are on page 54 of the Staff Report.

Longest vs. Average Waiting Time (in seconds)



Rider Feedback

Riders and residents can provide feedback to HVT in a variety of ways. The feedback listed below is not exhaustive of all feedback received through all channels; only feedback recorded in a reporting sheet is presented. Ideally, we would capture all feedback, but currently feedback channels differ in their percentage of feedback logged. For clarity, possible feedback channels and how they result in tracked feedback are listed below.

Structured Feedback Channels

- Calling the main line (435) 246-1538 or Valley Ride line (435) 710-4009
- Emailing hi@highvalleytransit.org
- Filling out the feedback form at highvalleytransit.org/feedback

Unstructured Feedback Channels

- Emailing Caroline, members of the HVT Board of Trustees, or other HVT staff's work email(s)
- Verbal feedback to a driver or driver partner
- Feedback given at Board meetings or individually to staff/Board.
- Feedback posted on public Facebook groups or other social media channels.

This month, we received 7 comments. [A pdf export of our customer service tracking table for April can be viewed here.](#)

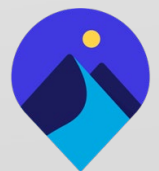


High Valley Transit

Monthly Data Report: April 2024

Micro Overview

Rider Experience, KPI's, Rides by Zone, Ridership Metrics





High Valley Transit

Micro Overview Reporting, April 2024

766,771 Rides Since Inception

143,655 Rides in 2024

134,671 Total App Accounts

Rider Experience

Ride Rating (out of 5)
Average: **4.8** | Past month: **4.8** | WoW Change: 0

Ride Distance
3.6 miles | Past month: **3.6 miles** | WoW: 0

Pickup Walk Distance
56.9 meters | Past month: **63.3 meters** | WoW: -6.4

Time from request to scheduled pickup (ETP¹)
19.5 minutes | Past month: **27.2 minutes** | WoW: -7.7

Overview

26,578 Passengers (avg. 886/day)
Last month: 38,633

465 New Riders
Last month: 631

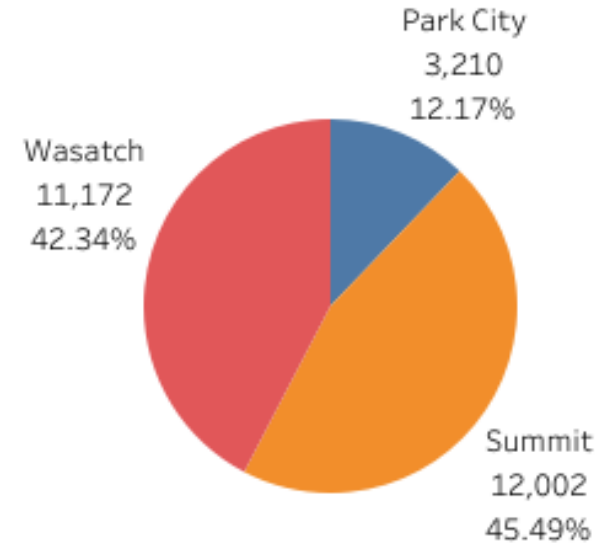
3.4 Utilization Avg.
Last month: 4.5

52.2% Aggregation²
Last month: 61.0%

93.0% Met Demand³
Last month: 87.4%

7,786.3 Net Driver Hours
Last month: 8,640

Rides by Zone



Week-by-Week KPI's, April

Date	Riders	Driver Hours	Seat Unavailable	Accepted Proposal	Aggregation	Avg. ETP	ETP > 15 min	ETP > 20 min
4/1-4/7	7,306	2,022	7.2%	85.0%	53.0%	21.4	71%	62%
4/8-4/14	8,850	1,850	5.3%	84.7%	52.4%	18.5	81%	29%
4/15-4/21	5,485	1,705	7.3%	84.1%	51.8%	18.4	60%	35%
4/22-4/28	5,383	1,749	8.0%	84.0%	49.5%	18.7	81%	24%
4/29-5/5	5,627	1,632	9.1%	86.8%	50.3%	19.2	71%	19%

(1) ETP = Estimated time to pickup. (2) Aggregation = % of shared rides. (3) Met Demand = % of valid ride requests provided a proposal; a rate of 100 percent indicates 0 percent seat unavailable rate. (4) Peak Avg. Hourly ETP is the hour that had the highest average ETP for that day



High Valley Transit

Monthly Summit Micro Reporting: April 2024

471,938 Rides Since Inception

68,679 Rides in 2024

Rider Experience

Ride Rating (out of 5)

4.8 Average: | Past month: **4.8** | WoW Change: 0

Ride Distance

4.4 miles | Past month: **4.4 miles** | WoW: 0

Pickup Walk Distance

66.5 meters | Past month: **69.3 meters** | WoW: -2.8

Time from request to scheduled pickup (ETP¹)

15.8 minutes | Past month: **29.6 minutes** | WoW: -13.8

Monthly Overview

12,002 Passengers (avg. 400/day)

Last month: 17,623

3.4 Utilization Avg.

Last month: 4.4

48.7% Aggregation²

Last month: 64.4%

96.5% Met Demand³

Last month: 85.3%

4,335 Net Driver Hours

Last month: 4,004

Week-by-Week KPIs

Date	Riders	Driver Hours	Seat Unavailable	Accepted Proposal	Aggregation	Avg. ETP	ETP > 15 min	ETP > 20 min
4/1-4/7	3,123	960	3.4%	87.6%	51.0%	20.7	71%	57%
4/8-4/14	2,772	852	4.2%	85.9%	52.8%	18.2	62%	33%
4/15-4/21	2,692	1,101	2.3%	87.3%	45.1%	11.9	0%	0%
4/22-4/28	2,679	1,117	3.2%	87.5%	44.1%	11.6	0%	0%
4/29-5/5	2,903	1,033	5.5%	88.3%	47.7%	13.3	19%	0%

(1) ETP = Estimated time to pickup. (2) Aggregation = % of shared rides. (3) Met Demand = % of valid ride requests provided a proposal; a rate of 100 percent indicates 0 percent seat unavailable rate. (4) Peak Avg. Hourly ETP is the hour that had the highest average ETP for that day



High Valley Transit

Wasatch Micro Reporting: April 2024

154,670 Rides Since Inception

46,913 Rides in 2024

Rider Experience

Ride Rating (out of 5)

Average: **4.8** | Past month: **4.8** | WoW Change: 0

Ride Distance

2.8 miles | Past month: **2.8 miles** | WoW: 0

Pickup Walk Distance

39.4 meters | Past month: **41.4 meters** | WoW: -2.0

Time from request to scheduled pickup (ETP¹)

24.4 minutes | Past month: **25.3 minutes** | WoW: -0.9

Monthly Overview

11,172 Passengers (avg. 372/day)
Last month: 12,231

4.8 Utilization Avg.
Last month: 5.0

56.6% Aggregation²
Last month: 57.2%

90.7% Met Demand³
Last month: 88.1%

2,307 Net Driver Hours
Last month: 2,425

Week-by-Week KPIs

Date	Riders	Driver Hours	Seat Unavailable	Accepted Proposal	Aggregation	Avg. ETP	ETP > 15 min	ETP > 20 min
4/1-4/7	2,464	522	12.0%	82.0%	55.7%	25.5	88%	71%
4/8-4/14	2,641	538	6.9%	84.3%	54.4%	21.7	94%	50%
4/15-4/21	2,668	543	7.8%	82.9%	59.5%	24.2	100%	71%
4/22-4/28	2,611	590	10.0%	82.5%	55.6%	24.9	100%	78%
4/29-5/5	2,620	570	9.9%	85.2%	54.7%	25.0	100%	78%

(1) ETP = Estimated time to pickup. (2) Aggregation = % of shared rides. (3) Met Demand = % of valid ride requests provided a proposal; a rate of 100 percent indicates 0 percent seat unavailable rate. (4) Peak Avg. Hourly ETP is the hour that had the highest average ETP for that day



High Valley Transit

Park City Micro Reporting: April 2024

71,922 Rides Since Inception

26,758 Rides in 2024

Rider Experience

Ride Rating (out of 5)

Average: **4.8** | Past month: **4.8*** | WoW Change: 0*

Ride Distance

3.1 miles | Past month: **3.1* miles** | WoW: 0*

Pickup Walk Distance

88.4 meters | Past month: **82.8* meters** | WoW: +5.6*

Time from request to scheduled pickup (ETP¹)

14.6 minutes | Past month: **25.1* minutes** | WoW: -10.5*

Monthly Overview

3,210 Passengers (avg. 229/day)
Last month: 8,395*

3.0 Utilization Avg.
Last month: 4.2*

51.0% Aggregation²
Last month: 59.6%*

94.6% Met Demand³
Last month: 90.4%*

978 Net Driver Hours
Last month: 2,079*

Week-by-Week KPIs

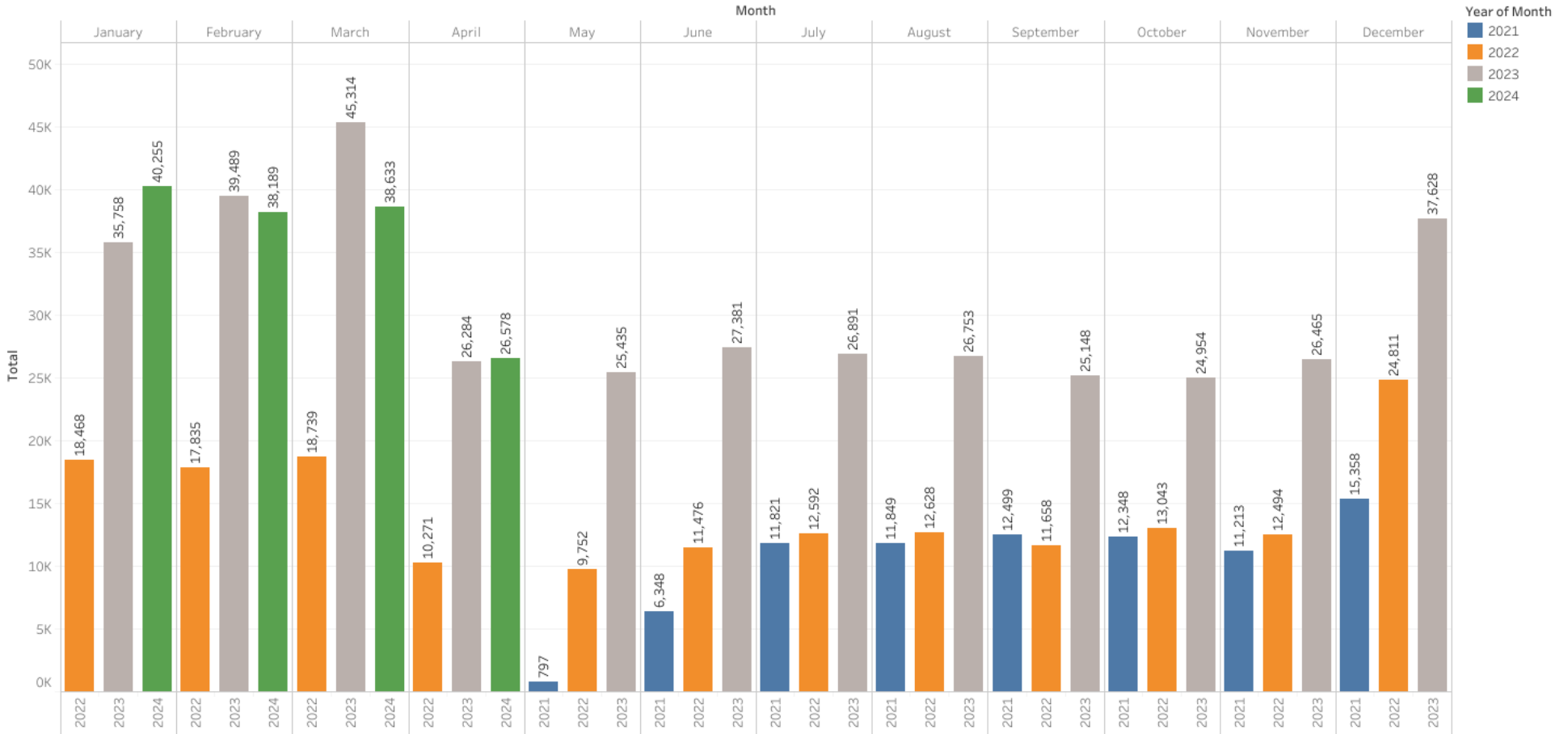
Date	Riders	Driver Hours	Seat Unavailable	Accepted Proposal	Aggregation	Avg. ETP	ETP > 15 min	ETP > 20 min
4/1-4/7	1,657	514	6.1%	86.1%	53.1%	16.0	44%	17%
4/8-4/14	1,383	464	4.6%	84.3%	49.0%	12.8	28%	0%

(1) ETP = Estimated time to pickup. (2) Aggregation = % of shared rides. (3) Met Demand = % of valid ride requests provided a proposal; a rate of 100 percent indicates 0 percent seat unavailable rate. (4) Peak Avg. Hourly ETP is the hour that had the highest average ETP for that day

High Valley Transit

Monthly Micro Reporting: April 2024

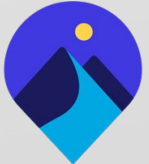
All Micro Zones, by Month



This graph shows a yearly comparison of micro ridership, broken down by year.

Fixed Route Overview

Monthly Passenger Count Comparison by Year, On-Time
Performance: Routes 101-107





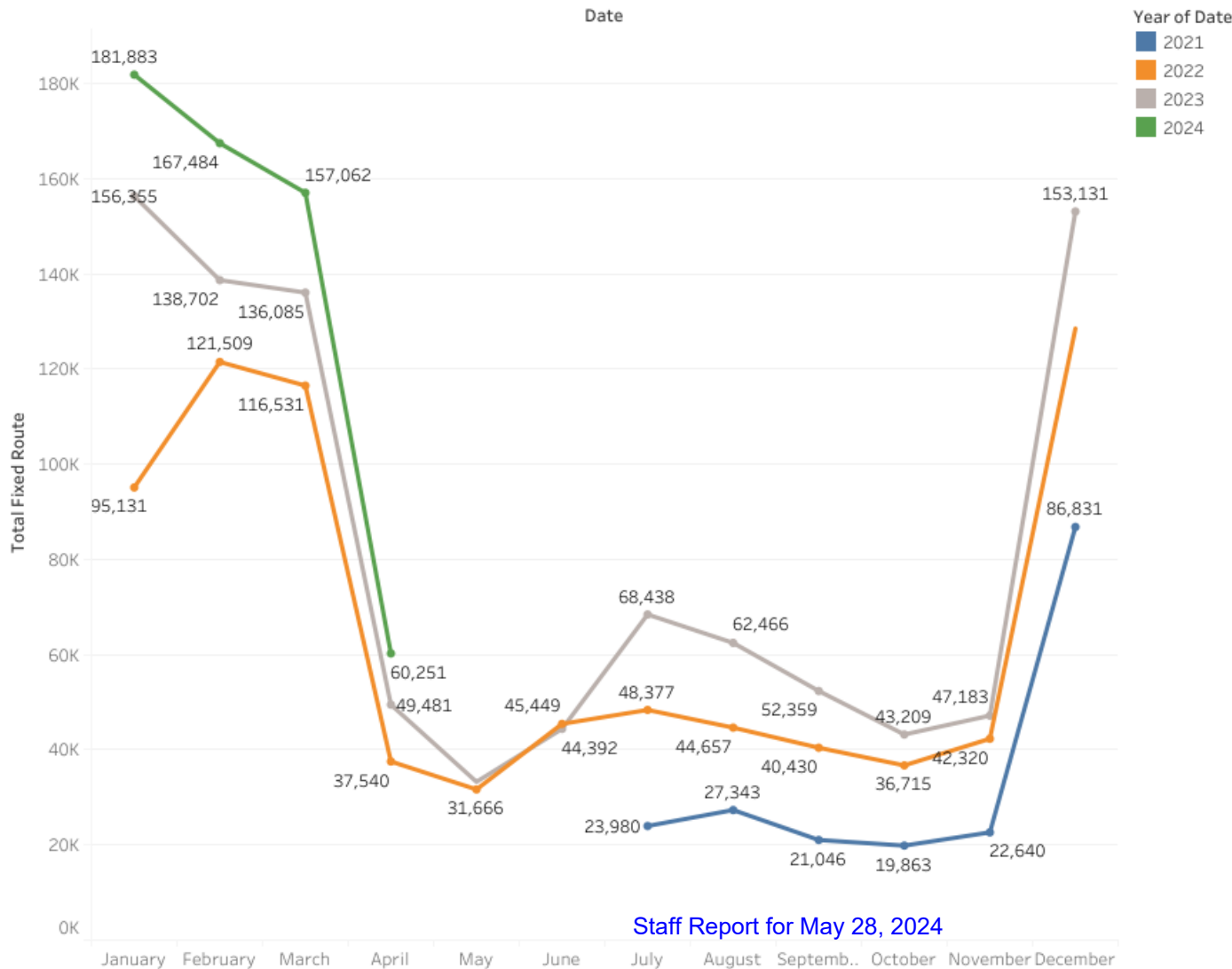
High Valley Transit

Monthly Fixed Route Reporting: April 2024

Total Ridership for 2024: 566,680

Total Ridership since Inception: 2,542,305

Total Fixed Route Growth Comparison

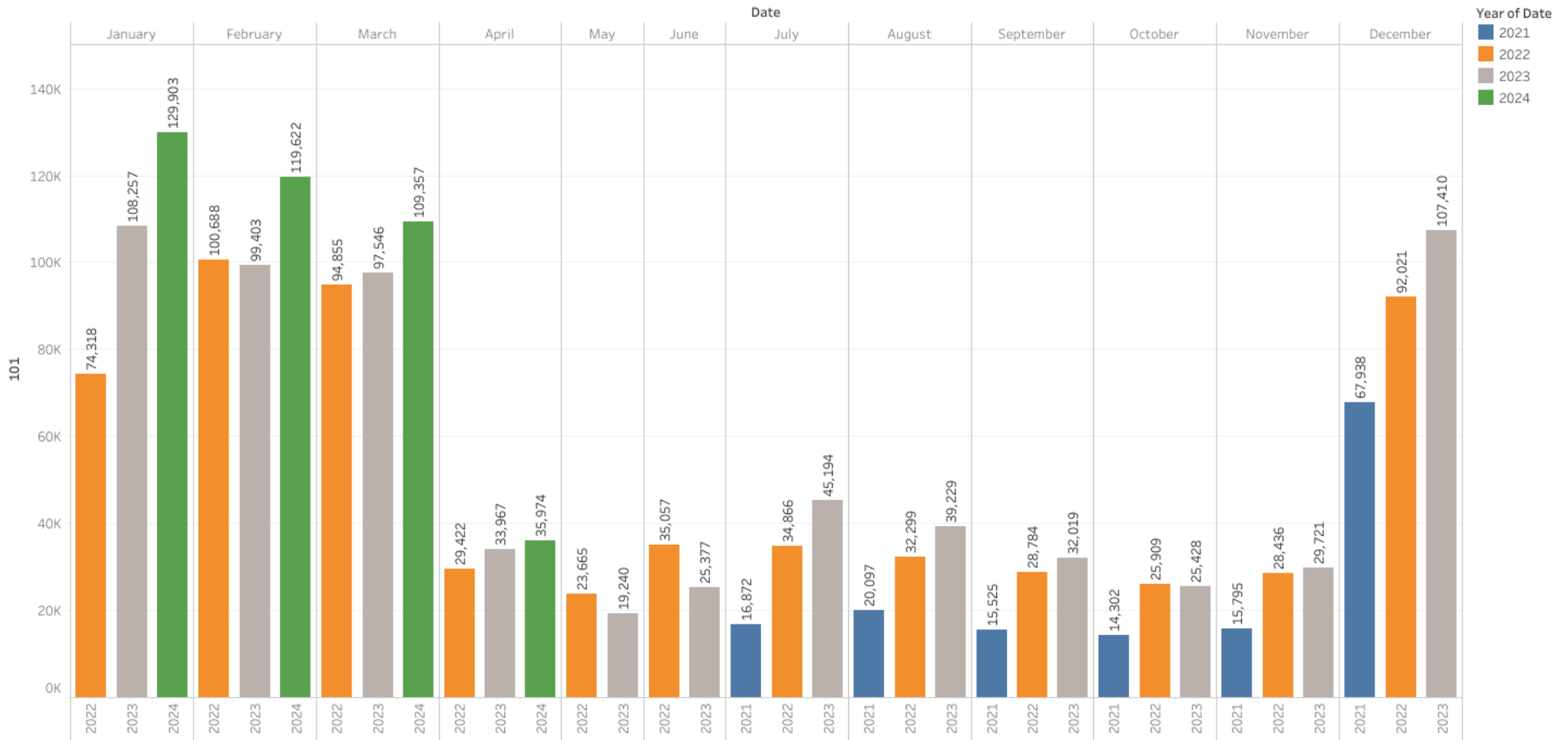


This graph shows total ridership by month, for each year since inception. For 2024, we have experienced our highest rates of ridership.

High Valley Transit

Monthly Fixed Route Reporting: April 2024

101 Spiro Year-Over-Year Ridership

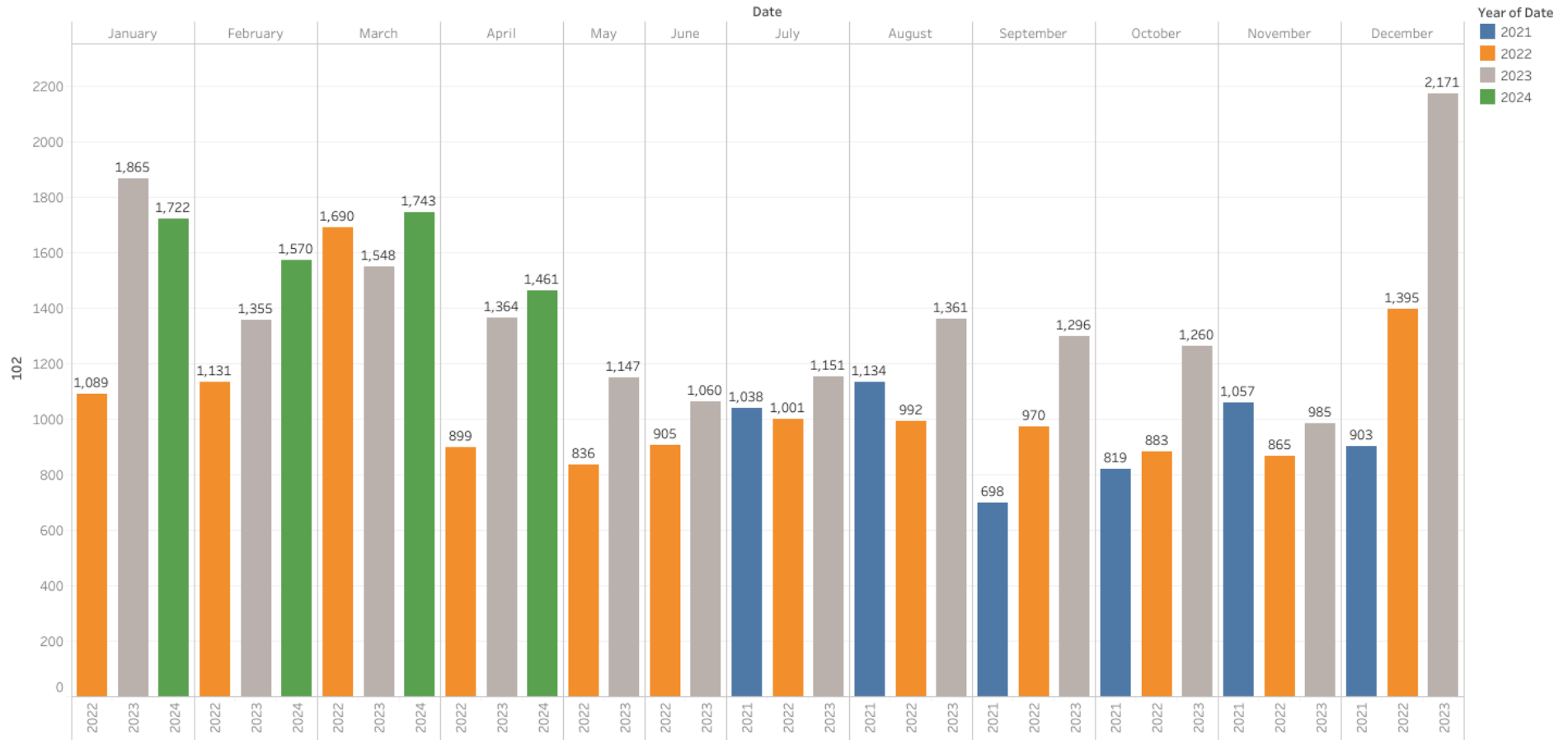


The graphs that follow will detail yearly ridership comparisons for each of our fixed routes.

High Valley Transit

Monthly Fixed Route Reporting: April 2024

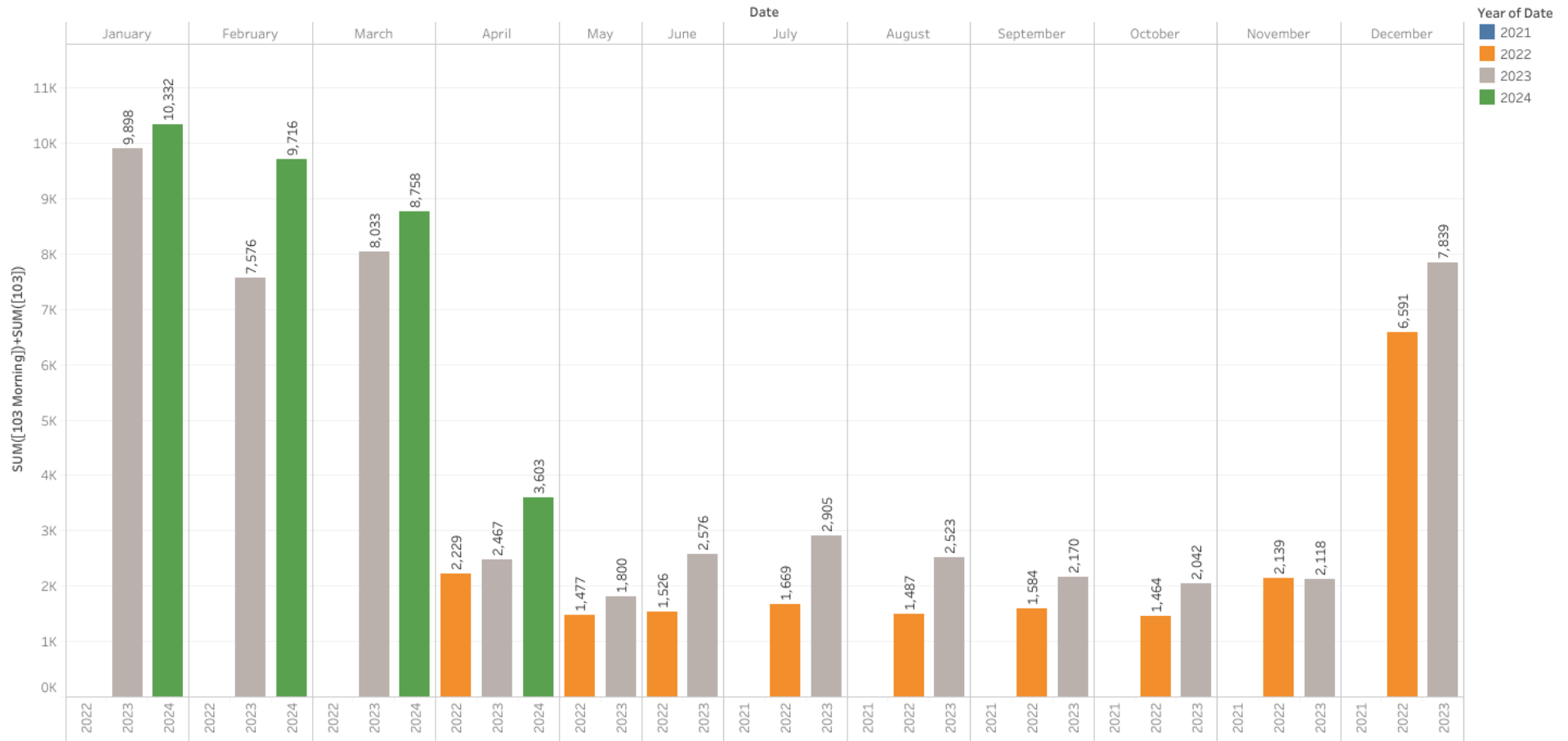
102 Gateway Year-Over-Year Ridership



High Valley Transit

Monthly Fixed Route Reporting: April 2024

103 Shuttle Year-Over-Year Ridership

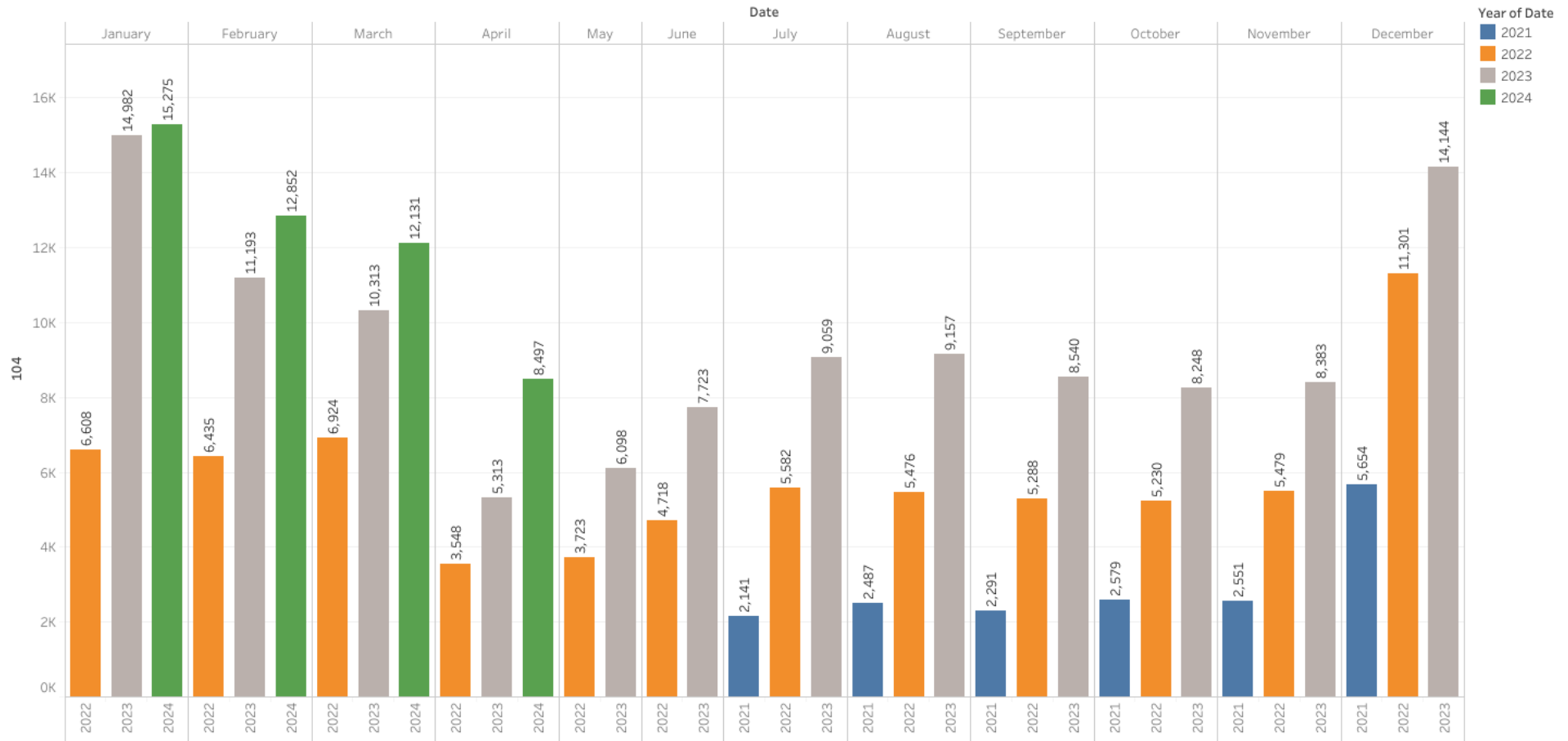


These figures have been adjusted to include the 103's morning shift, which was previously missing.

High Valley Transit

Monthly Fixed Route Reporting: April 2024

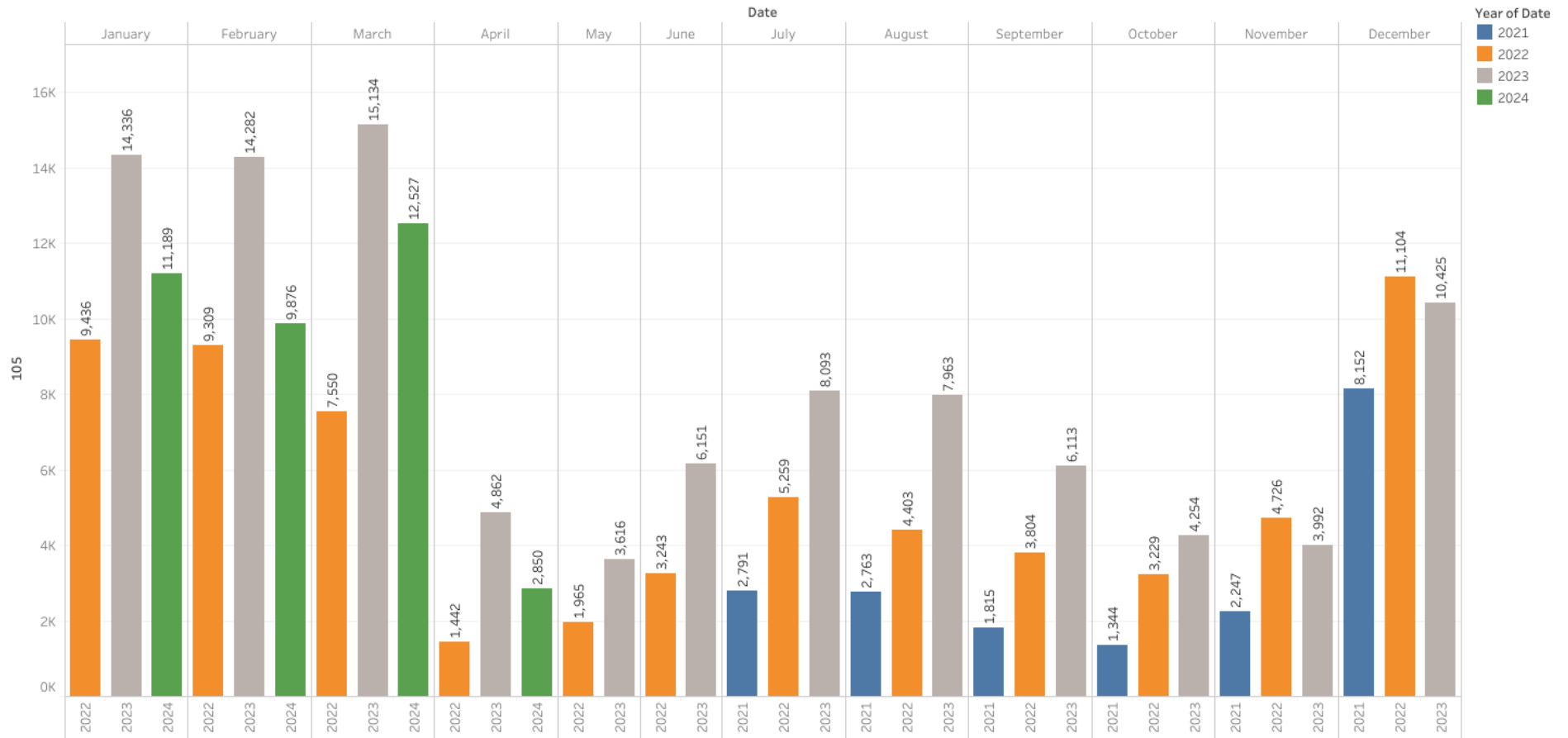
104 Bitner Year-Over-Year Ridership



High Valley Transit

Monthly Fixed Route Reporting: April 2024

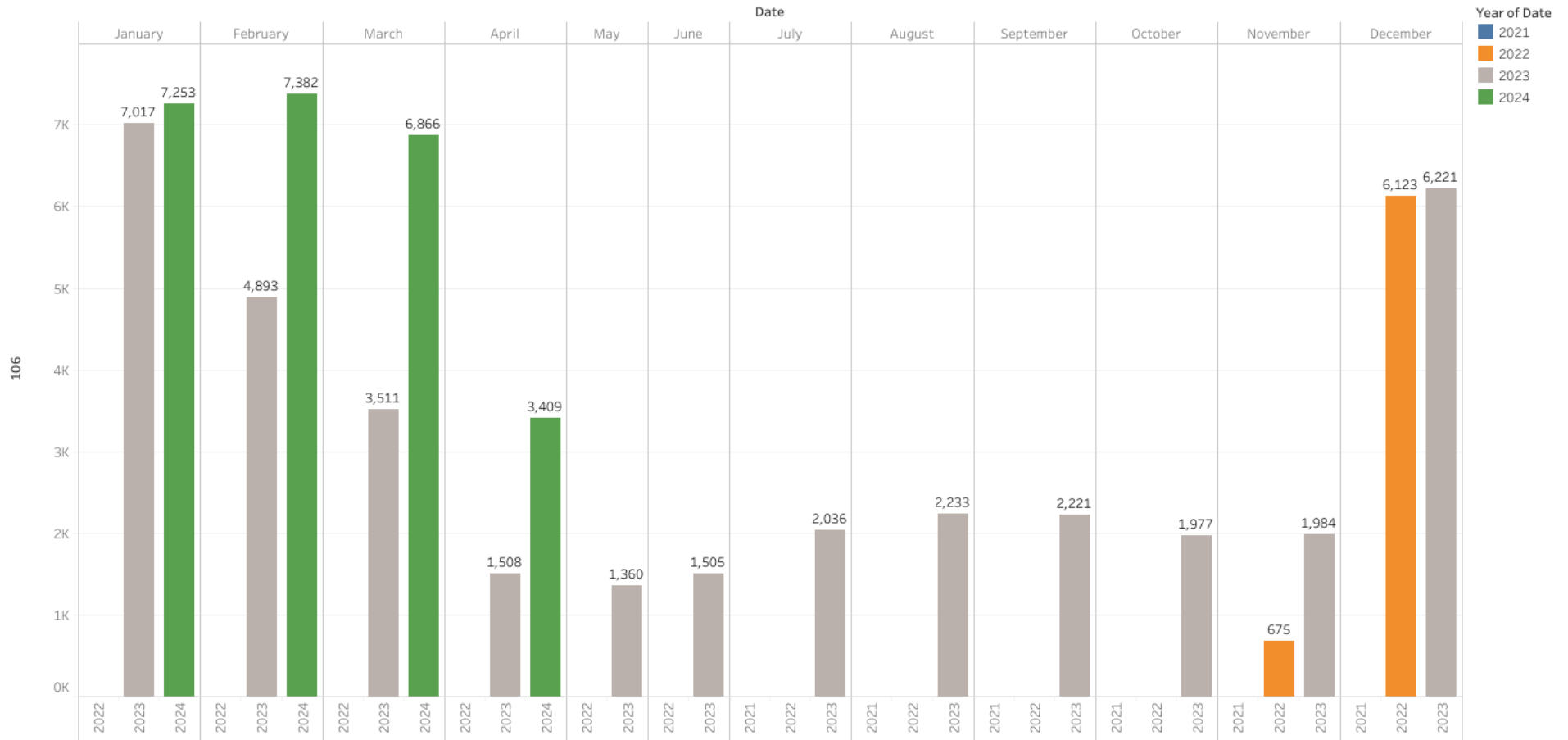
105 Canyons Year-Over-Year Ridership



High Valley Transit

Monthly Fixed Route Reporting: April 2024

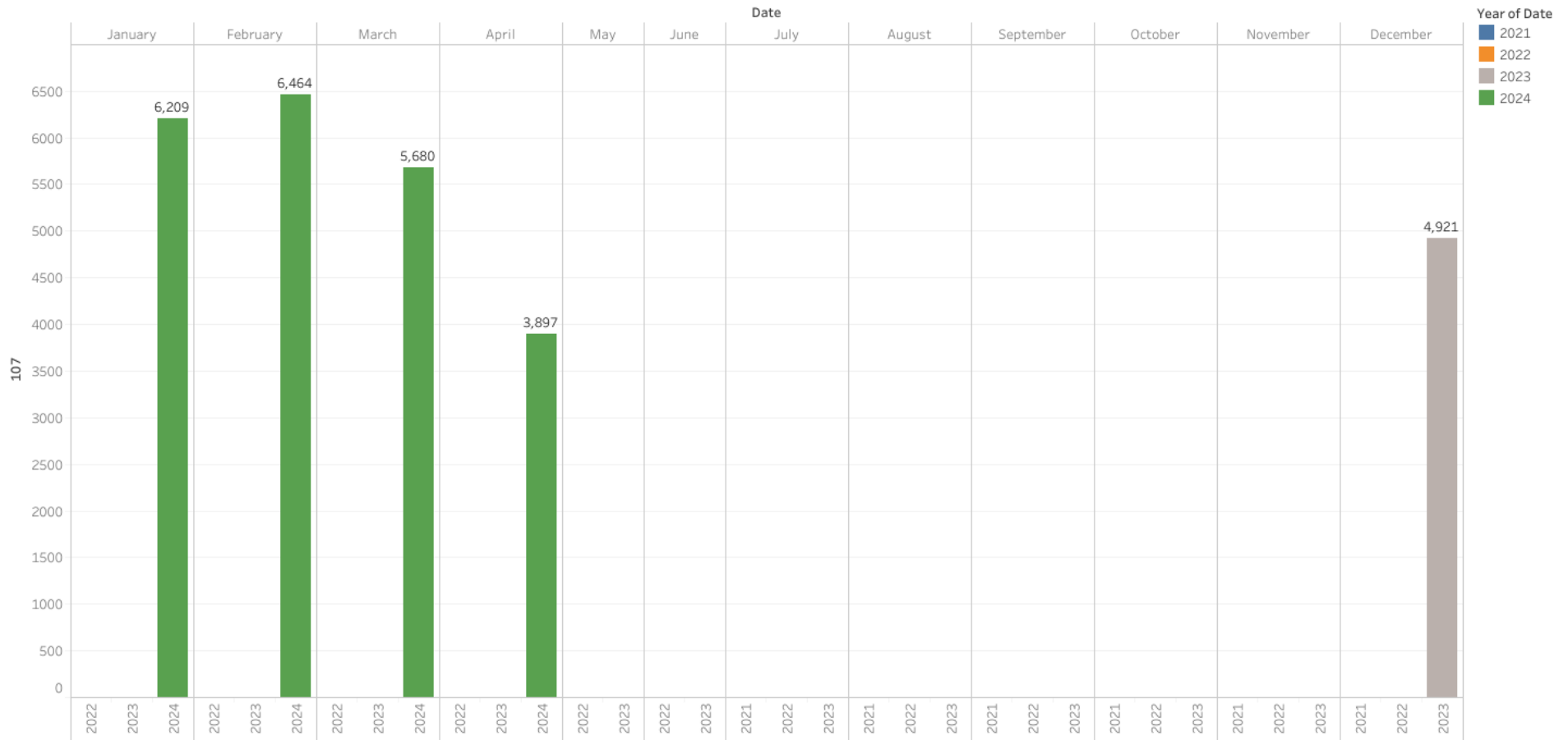
106 Wasatch Year-Over-Year Ridership



High Valley Transit

Monthly Fixed Route Reporting: April 2024

107 PC-SLC Connect Year-Over-Year Ridership

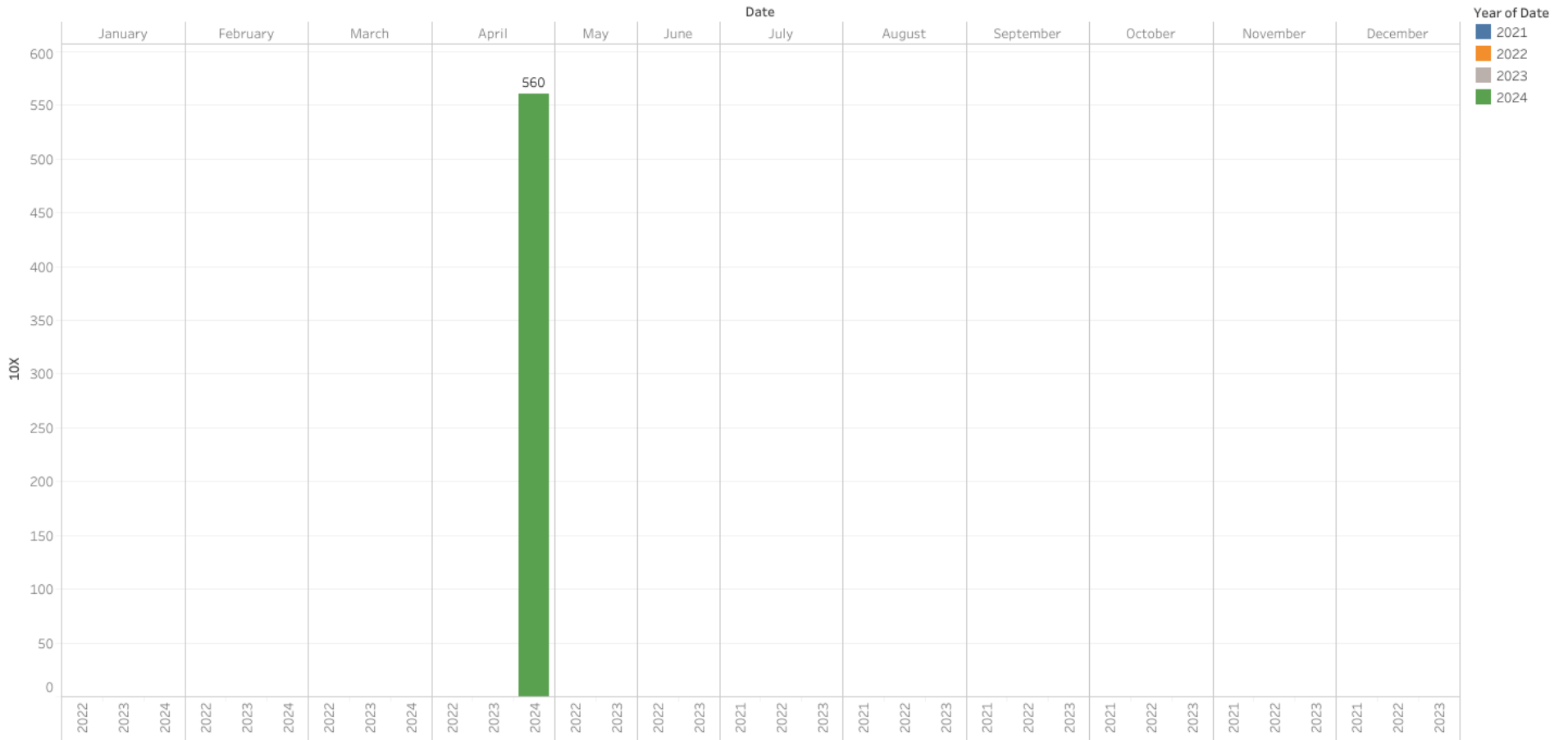




High Valley Transit

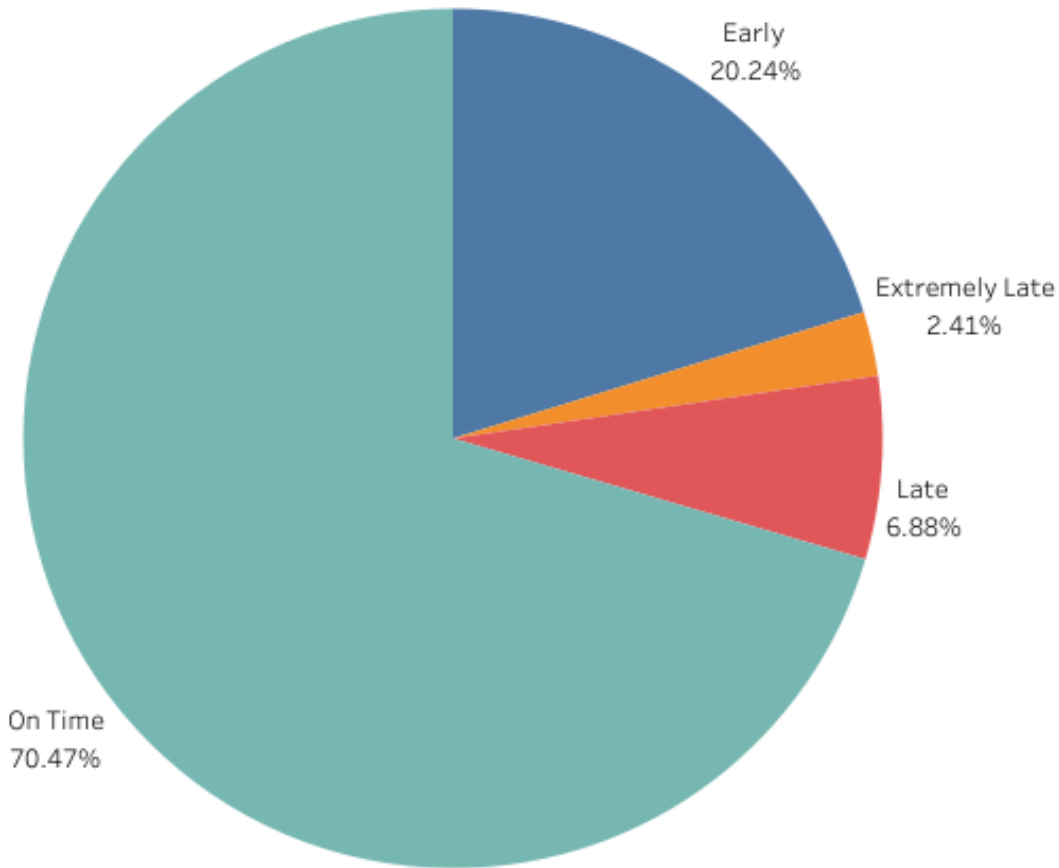
Monthly Fixed Route Reporting: April 2024

107 PC-SLC Connect Year-Over-Year Ridership



High Valley Transit

Monthly Fixed Route Reporting: April 2024



This chart shows On-Time Performance for all lines.

An assignment of Late is given any time a route departs 5 minutes or later than expected, and an assignment of Extremely Late is given for 10 minutes or more.

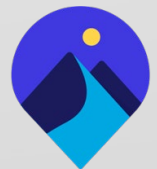
A total of 70.47% of fixed route rides departed on-time throughout April, an improvement from 51.17% in March.*

Occasionally, human error can contribute to inaccurate logging of stop departure. These errors can affect OTP accuracy.

**This change is due largely to a new filtering methodology that will be used by our new OTP system currently being installed. This methodology is focused on major hubs, rather than all stops along each route.*

Customer Service Data

Call Data Concerning: Inbound, Missed, and Wait
Time Totals



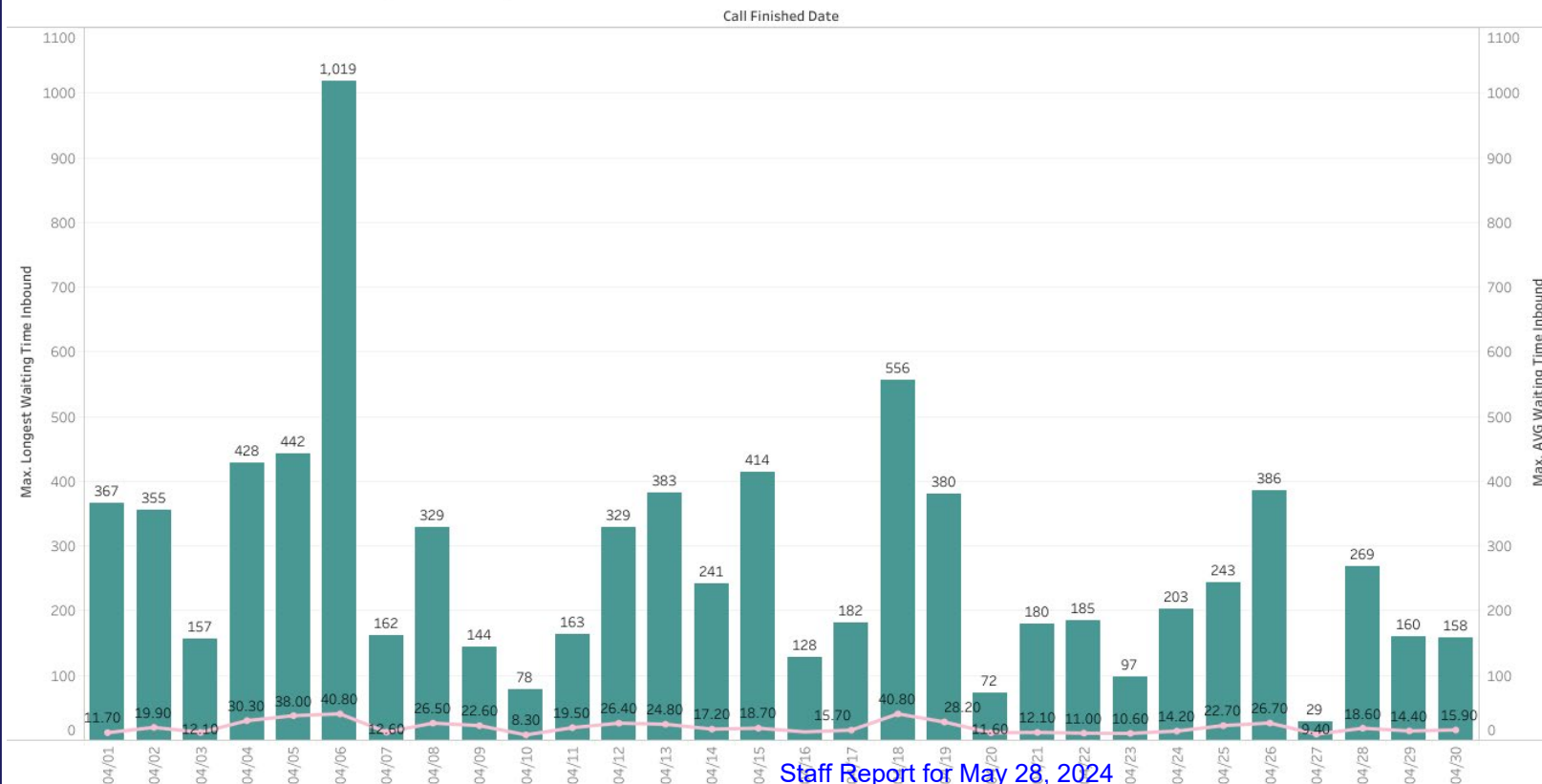
High Valley Transit

Monthly Customer Service Reporting: April 2024

5,981 Total Calls 17 Second Avg. Wait Time 121 Missed Calls

Each week, we receive a weekly report regarding calls to the main HVT line, (435) 246-1538, which is the number displayed on the app and website. The main line is inclusive of all other services as well as inbound calls from drivers and all Spanish calls.

Longest vs. Average Waiting Time (in seconds)



This graph shows weekly maximums and averages for wait times. Our goal is for wait times to be <1 minute, which was met in April.

Riders and residents can provide feedback to HVT in a variety of ways. The feedback listed below is not exhaustive of all feedback received through all channels; only feedback recorded in a reporting sheet is presented.

Structured Feedback Channels

- Calling the main line (435) 246-1538 or Valley Ride line (435) 710-4009
- Emailing hi@highvalleytransit.org
- Filling out the feedback form at highvalleytransit.org/feedback

Unstructured Feedback Channels

- Emailing Caroline, members of the HVT Board of Trustees, or other HVT staff's work email(s)
- Verbal feedback to a driver or driver partner
- Feedback given at Board meetings or individually to staff/Board
- Feedback posted on public Facebook groups or other social media channels,

We logged 7 pieces of rider feedback in April. All pieces of feedback have been completed and closed. Detailed comments are included in the word document accompanying this report.

Date	Method	Summary	Category
4/13/24	Email	Emailed comments and questions about services on the 14th of april, and if we are continuing with the bus routes in the PC area, as-well as Micro in Heber	General Comment about PC Closure
4/13/24	Call	Called regarding the PC zone closure, Wanted to ensure the summit zone was still operating, I did confirm this and she was very thankful we are still operating in that zone, Thanked our team for being all-encompassing good (service, reliability etc).	General Comment about PC Closure
4/14/24	Call	Called regarding the PC zone closure and to clarify the the Summit County zone and paratransit service would be operating the same. Confirmed that there would be not changes to those services. Scott wanted to make it known that he is a regular rider of microtransit service in the PC zone. It has helped him be more mobile and active in the community. He wishes it was staying in service since there is no direct bus service in his part of Park Meadows. He is concerned it will make catching the bus to Heber from Fresh Market or Old Town Transit a bit more challenging.	Comment about PC zone closing and how it impacts an approved pararider with Valley Ride
4/15/24	call	Called in to book a ride in the PC zone. Was not aware we are not operating and wanted to know why we weren't servicing that area. Let him know to call PC Council as he stated "that's a bummer, im sorry for you guys"	General Comment about PC Closure
4/15	website feedback form	Kern was our driver a couple of times while we were visiting... she was very helpful and pleasant!	positive driver feedback
4/16	Website feedback form	The 101 to Jeremy does not arrive ever 15 minutes. I've rode it several times this month and it's more like 30-40 minutes apart. They kind of show up when they want. I'm here a non busy traffic times and find it annoying. Please run the route on time or adjust the schedule	fixed route service complaint
4/28	website feedback form	Bring back the 10 white express. High Valley ruined it!	fixed route service complaint
4/30	website feedback form	The 101 bus is never on time which has caused me to be late to work	fixed route service complaint

Date: 5/28/2024
 To: High Valley Transit District Board of Trustees
 From: Gabriel Shields, PE Chief Development Officer
 Subject: SR-224 BRT Update

Executive Summary

In 2022 HVT completed the National Environmental Policy Act (NEPA) process for the SR-224 BRT Project (Project). Additionally in 2022, High Valley Transit was awarded \$25M in Federal RAISE grant funds and \$30.3M in State TTIF funds. These funds are anticipated to fund the final design, construction, right-of-way acquisition, and electric vehicle procurement required for the Project. In recent months, HVT has initiated efforts to transition from the NEPA phase into final design and construction using the Construction Management/General Contractor (CM/GC) delivery method.



Figure 1 - SR-224 BRT Project Delivery Overview and Current Phase

Procurement of Professional Services

The advancement of the Project from NEPA to Final Design requires the procurement of consultants to provide professional services. Broadly, these services consist of Program Management and Design.

Program Management includes project management including project controls and risk management, preconstruction technical services, communications and stakeholder management, quality assurance, and construction management. Additionally, the Program Manager will work with HVT to identify and prepare applications for additional Project funding. These services are essential to ensure HVT is compliant with FTA requirements while delivering a quality project on schedule with the intended benefits on budget. In essence, the Program Manager serves as an extension of HVT to ensure that all technical and administrative requirements are met.

Final Design services include validation of the NEPA design, final design of roadway and BRT station elements, intersection traffic signal modifications, coordination of utility relocations, development of instruments for the acquisition of right-of-way, cost estimating. The design scope also includes implementation of environmental commitments as well as permitting required by UDOT and other agencies. The design scope continues through construction to provide design support and review of construction submittals.

In partnership with UDOT, Summit County, and Park City, HVT led procurements for the Program Management and Final Design in accordance with Federal procurement procedures for the Project. These procurements were advertised in March and required respondents to submit written proposals and participate in interviews in April. Having reviewed proposals and conducted interviews, HVT selected WCG to perform the Final design while HNTB has been selected to provide Program Management.

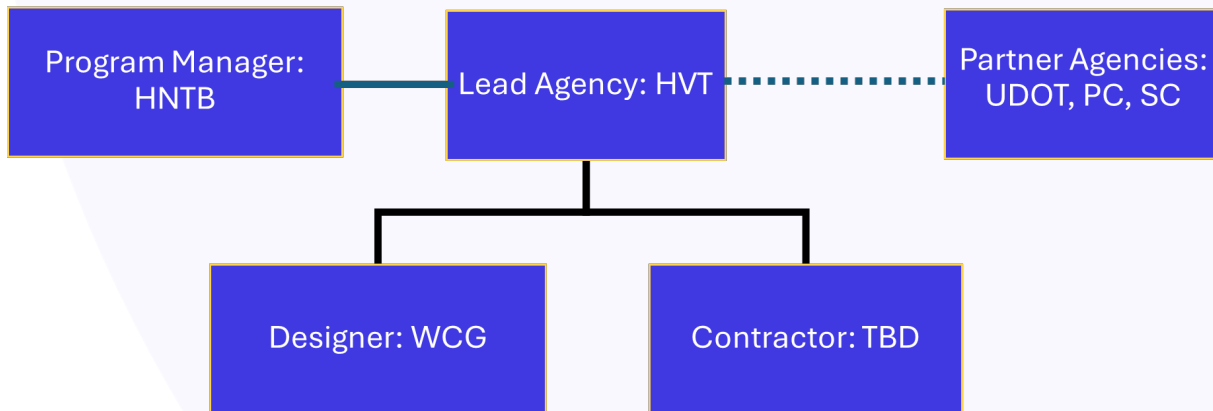


Figure 2 - Project Relationship Matrix; Contractual Relationships Shown in Solid Lines, Supporting Roles in Dashed Lines

Funding

The current Project cost estimate in 2024 dollars is between \$97M-\$103M inclusive of professional services, construction, utilities, right-of-way, vehicles, and contingencies. Currently, funding consists of \$25M in Federal RAISE grant funds and \$30.3M in State TTIF funds. Additional obligated revenue sources include Summit County TST funds, corridor preservation funds, and cash contributions from HVT and Park City. When the 30% design is complete, revised cost estimates will be used for further funding applications and requests.

Project Schedule

Currently, HVT is negotiating the full scope and fee documents with the selected firms for their respective scopes. It is anticipated that the contracts will be prepared for approval at the June Board of Trustees meeting. Contract execution and Notice to Proceed (NTP) will follow. Assuming this schedule proceeds, WCG will commence with the NEPA design validation while HNTB initiates FTA processes and develops the CM/GC procurement. Major milestones are listed below:

- June 2024 Program Manager & Design NTP
- September 2024 CM/GC Solicitation Advertised
- December 2024 30% Design Submittal
- January 2025 CM/GC NTP
- May 2025 60% Design Submittal
- October 2025 100% Design Submittal
- January 2026 Design Complete
- April 2026 Construction Begins
- May 2026 Right-of-Way Acquisitions Completed
- June 2028 Construction Complete
- August 2028 Delivery of Busses
- December 2028 Grant Closeout



Date: 5/28/2024
To: High Valley Transit District Board of Trustees
From: Gabriel Shields, PE Chief Development Officer
Subject: SR-224 BRT Cost Evolution

Background

Between 2016 and 2018, Summit County conducted an Alternatives Analysis (AA) for the SR-224 corridor. The AA developed evaluation criteria based on the study's purpose, goals, and objectives, then screened a wide variety of transit mode options. Once the transit mode options were screened, the study team conducted a second screening to determine the alignment. At the conclusion of the AA, BRT on both sides of SR-224 was chosen as the Locally Preferred Alternative with a cost estimate of \$50.3M in 2018 dollars.

In November 2020, Summit County began the environmental clearance phase of the SR-224 BRT project. Prior to the conclusion of this phase, a concept level cost estimate was generated in March 2022 for the April Federal RAISE grant application which totaled \$67M in 2022 dollars. At the conclusion of the preliminary engineering work in June 2022, the cost estimate was \$70.9M. The escalation from \$67M to \$70.9M resulted from the incorporation of additional retaining walls to minimize right-of-way impacts and additional right-of-way costs resulting from additional improvements at the intersection of SR-224 and Deer Valley Drive.

The \$70.9M cost estimate contemplated all work items associated with the program including electric vehicles and chargers, professional services for program/construction management as well as design, right-of-way, and all construction labor and materials. Cost estimates for each work item were developed using quantities generated in the environmental clearance phase. The quantities were multiplied by a contingency of between 20-30 percent to account for the limited level of detail. Finally, quantities were multiplied by unit costs from comparable projects. The subtotal of all work items was then used to generate a 10 percent project reserve contingency.

It is critical to note that these costs did not consider the escalation for year over year inflation occurring prior to commissioning the BRT facility. Currently the project schedule

anticipates design occurring from summer 2024 to the end of 2025. Construction will begin with earthwork and utility relocation packages in early 2025 and complete in 2027.

Using this project schedule and the cost estimates generated in 2022, activity costs were arrayed across the project timeline and adjusted for a range of inflation factors. Using 2022 as the baseline, a cash-flow projection was developed for the duration of the project. The table below illustrates the expected expenditures and how a range of inflationary factors may affect the total program cost.

Inflation	Expected Expense Schedule Using 2022 Project Costs				Program Total Cost in 2024 Dollars
	2024	2025	2026	2027	
0%	\$ 7,600,000.00	\$ 11,800,000.00	\$ 34,500,000.00	\$ 17,000,000.00	\$ 70,900,000.00
1%	\$7,752,760.00	\$12,157,551.80	\$35,900,838.35	\$17,867,170.85	\$ 73,678,321.00
2%	\$7,907,040.00	\$12,522,254.40	\$37,343,909.52	\$18,769,373.65	\$ 76,542,577.57
3%	\$8,062,840.00	\$12,894,178.60	\$38,830,053.95	\$19,707,659.26	\$ 79,494,731.81
4%	\$8,220,160.00	\$13,273,395.20	\$40,360,120.32	\$20,683,099.34	\$ 82,536,774.86
5%	\$8,379,000.00	\$13,659,975.00	\$41,934,965.63	\$21,696,786.56	\$ 85,670,727.19
6%	\$8,539,360.00	\$14,053,988.80	\$43,555,455.12	\$22,749,834.82	\$ 88,898,638.74
7%	\$8,701,240.00	\$14,455,507.40	\$45,222,462.35	\$23,843,379.42	\$ 92,222,589.17
8%	\$8,864,640.00	\$14,864,601.60	\$46,936,869.12	\$24,978,577.31	\$ 95,644,688.03
9%	\$9,029,560.00	\$15,281,342.20	\$48,699,565.55	\$26,156,607.23	\$ 99,167,074.98
10%	\$9,196,000.00	\$15,705,800.00	\$50,511,450.00	\$27,378,670.00	\$ 102,791,920.00
11%	\$9,363,960.00	\$16,138,045.80	\$52,373,429.15	\$28,645,988.64	\$ 106,521,423.58
12%	\$9,533,440.00	\$16,578,150.40	\$54,286,417.92	\$29,959,808.61	\$ 110,357,816.93
13%	\$9,704,440.00	\$17,026,184.60	\$56,251,339.55	\$31,321,398.05	\$ 114,303,362.19
14%	\$9,876,960.00	\$17,482,219.20	\$58,269,125.52	\$32,732,047.90	\$ 118,360,352.62
15%	\$10,051,000.00	\$17,946,325.00	\$60,340,715.63	\$34,193,072.19	\$ 122,531,112.81

Note that while the Consumer Price Index has fallen below 4% in recent months, infrastructure projects in Utah and particularly in Summit County continue to experience strong influences from inflationary forces. UDOT and other agencies are currently delivering robust capital improvement plans which continue to apply upward pressure on supplies of both skilled labor and construction materials. **In their latest guidance for developing concept cost estimates, UDOT is utilizing 8% inflation for the year 2023, 7% for 2024, and 6% for years 2025 and beyond.**

Summary

Conservatively, the project is expected to reach a final program cost between \$95M-\$103M when considering contingencies and persistent inflation at elevated levels. Recognizing the project financial requirements, the program management scope will include scope tasks to identify additional project funds. Finally, as design advances in 2024, cost estimates are expected to increase in level of detail. At this point, HVT will coordinate with project partners to execute cost share agreements.

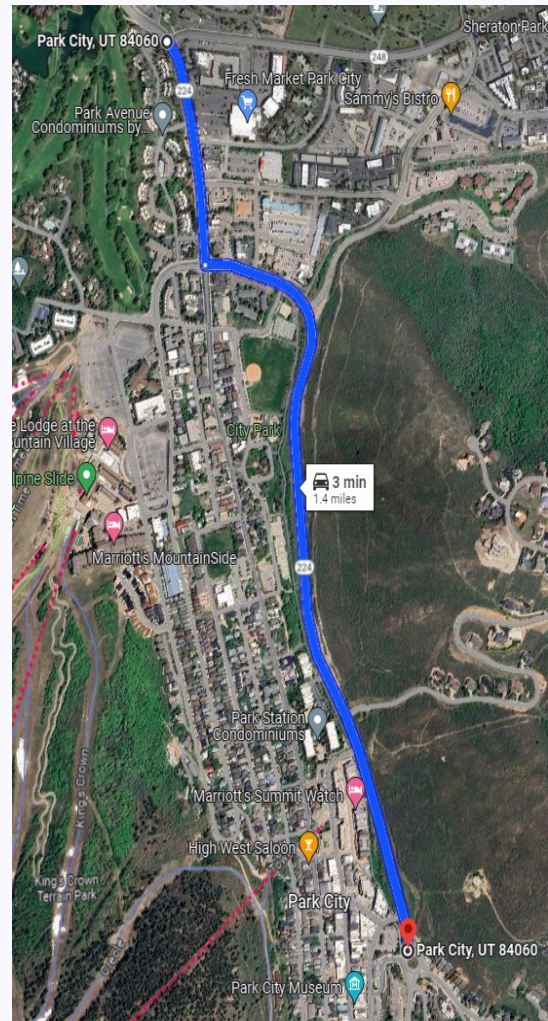
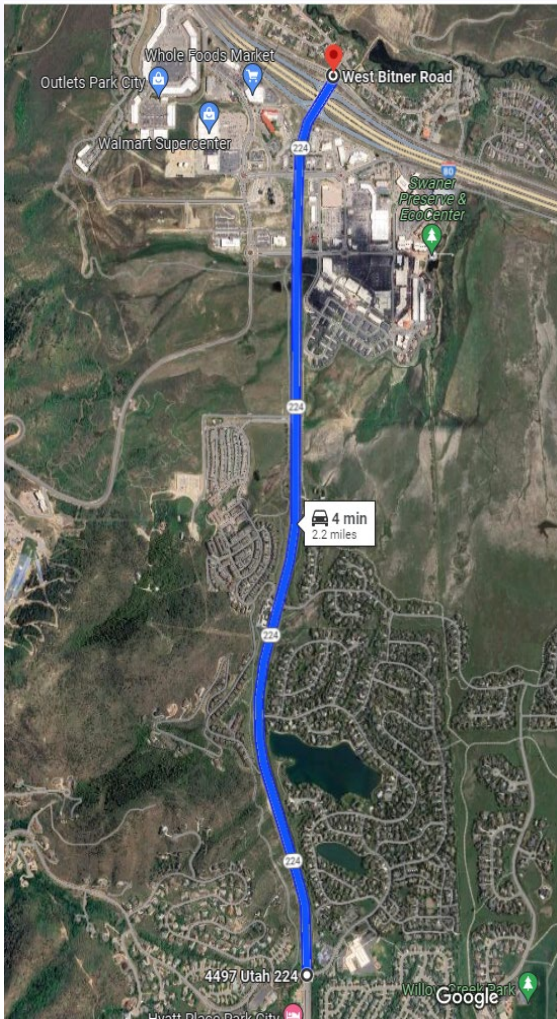


Date: 5/28/2024
To: High Valley Transit District Board of Trustees
From: Gabriel Shields, PE Chief Development Officer
Subject: SR-224 UDOT Pavement Preservation Program Coordination

Background

In accordance with the UDOT pavement preservation program, UDOT conducts periodic construction projects on its facilities to repair damage and lengthen the lifecycle of the pavement structure. Typically, these projects include removal of the top layer of asphalt to a depth of 2-3 inches; repair areas where subgrade is failing, and installation a new layer of asphalt and striping to complete the project. Typically, these projects present an opportunity for partner agencies to participate financially where betterments can be incorporated into the project on the condition that they are complimentary to the scope and schedule of the preservation work. Historically, these betterments range from 1%-2% of the total project value. Except for these minor betterments, the projects are focused on maintenance of the existing roadway and result in returning the roadway to the same configuration.

With respect to SR-224, UDOT has programmed two preservation projects scheduled for construction during the summer of 2026. The northerly project along SR-224 begins at Rasmussen Road and will terminate at Bear Hollow Drive (North Project). The southerly project along SR-224 begins at SR-248 and will terminate at the Deer Valley Drive roundabout in Park City (South Project)



Furthermore, the conclusion of the Kimball Junction EIS (KJEIS) will likely result in a funding adopted by the Statewide Transportation Improvement Plan (STIP). This would create a project schedule which may serve as a backstop for the North Project. Typically, UDOT will develop their preservation program such that their work will endure through a 3-year paving moratorium wherein no improvements or adjustments are permissible. As an example, if the KJ project is programmed for construction in 2029, UDOT would ensure that the North project is completed no later than 2026 such that the pavement provides 3 years of useful life.

Analysis

With the current BRT project schedule, construction activities are expected to reach high periods of activity in 2025-2027. Considering the preservation projects and pending schedule for the KJEIS, HVT has identified the need for collaboration and coordination with UDOT to mitigate project risks. In summary, the following scenarios may occur without proper mitigation:

- Scenario 1: UDOT and HVT perform work on the same section of road in the same summer creating unnecessary delay for motorists and a degraded perception of both agencies
- Scenario 2: UDOT completes their preservation projects first, HVT performs their work the following year; any modifications to the existing roadway proposed by the BRT project will need to be incorporated as part of the UDOT project which increases schedule and technical risk; separate drawings, designers, contractors, and schedules complicate this approach
- Scenario 3: HVT completes their project first, then UDOT performs their work; there is less risk associated with this scenario, but this would require HVT to be paving in 2025 which is unlikely.

The severity of these risks is decreased in the Park City area where the proposed roadway configuration has minimal changes from the current condition. However, public perception and traffic would likely become significant political issues. It is recommended that this issue be escalated to the executive committee for awareness, discussion, and resolution.

Recommendation

HVT recommends that the pavement preservation work contemplated by UDOT be performed as part of the BRT project. UDOT funds inclusive of design and construction, programmed for the paving work would be transferred to HVT via the State Transportation Improvement Program (STIP). This approach offers the following benefits:

- Schedule deconfliction: all work performed at the same time with all design information incorporated, no rework or forward compatibility issues
- Motorist experience and safety: concentrating paving into a single project reduces the overall duration of construction in the work zone thereby reducing risks to motorists, active transportation users, and construction personnel
- Cost savings: one contractor performs all work saving money on mobilization and materials
- Public perception: efficiencies realized by combining projects reduce negative public perception and increase the opportunity to show effective partnership and collaboration between agencies and UDOT

STAFF REPORT

Date: 5/24/2024
 To: Board of Trustees
 From: Jolena Ashman, Finance Director
 Subject: Update on Bond Process

Action Requested

None, this is a work session.

Background

The finance committee has pulled together financial information to do two things regarding our bonding process:

1. Determine how much money to bond for our second round of bonding.
2. Get a clear overview of what our grant funding sources are for the campus construction project.

Here is an overview of that information, for your perusal:

Estimate to Complete Campus	\$28,746,566
<u>Contingency</u>	<u>\$ 3,000,000</u>
Sum	\$31,746,566
<u>Less Cash on Hand¹</u>	<u>\$ 9,000,000</u>
Sum	\$22,746,566
Total to Bond	\$23,000,000

¹ Spending \$9 million of HVT's existing reserve will leave approximately a \$10 million reserve.

Grant Funding Sources²:

Federal FTA 5311 Grant	\$ 1,680,800
ARPA/CRRSSA Grants	\$ 7,964,348
Utah Community Project Grant	\$ 2,500,000
<u>County Grants</u>	<u>\$ 3,777,710</u>
Sum	\$15,922,858

Bonded Amount less Grant Funding \$ 7,077,142

We anticipate bringing the Resolution related to approval of the new bonds to the HVT Board meeting scheduled for June 20, 2024. If the Resolution is approved at that meeting, we will obtain bids on the bonds from potential bond purchasers in July and anticipate issuing the new bonds by July 31, 2024.

² These grants are expected to be utilized to repay some of HVT's newly issued bonds when funds are received.



INTERNAL MEMO

Date: 5/24/2024
 To: High Valley Transit District Board of Trustees
 From: Jolena Ashman, Finance Director
 Subject: Downtowner Proposal Update

Financial Comparison Overview

Downtowner provided us an updated pricing for the July 2024-June 2025 contract. Instead of the **\$1,332,715** contract price from 2023-2024, they have raised their price to **\$1,460,916**. These are the details of payment, provided to us by Downtowner. The dates should say 2024 and 2025:

Invoicing Schedule			
Month	103 + 103.5 + 104	105	Total
July 2023	77,947	36,826	114,773
August 2023	77,947	36,826	114,773
September 2023	77,947	36,826	114,773
October 2023	77,947	36,826	114,773
November 2023	77,947	36,826	114,773
December 2023	85,428	50,255	135,683
January 2024	85,428	50,255	135,683
February 2024	85,428	50,255	135,683
March 2024	85,428	50,255	135,683
April 2024	77,947	36,826	114,773
May 2024	77,947	36,826	114,773
June 2024	77,947	36,826	114,773
Total	\$965,288	\$495,628	\$1,460,916

Here is a detailed table of those costs by month, also provided by Downtowner:

Budget Increases from 2023/24

Category	103 + 103.5 + 104	105	Total	
Management Payroll	3,566	1,783	5,349	
Manager Healthcare	440	220	660	
Driver Payroll	17,621	9,194	26,815	
Driver Healthcare	641	481	1,122	
Vehicle Lease	20,775	14,400	35,175	
Insurance	28,438	13,000	41,438	
Fuel	-7,217	336	-6,881	
Maintenance	4,800	2,400	7,200	
Vehicle Cleaning	-1	0	-1	
Staffing / HR	-1	0	-1	
Device service	3,150	1,440	4,590	
Ski passes for winter only drivers	0	800	800	
Fee	6,667	-1,667	5,000	
Operating	78,879	42,387	121,266	
			0	
		-		
Setup	-32,550	15,345	-47,895	
			0	
Net increase from 2023/24	46,329	27,042	73,371	5.50%

Notes

- driver pay rate will increase from \$22/hr to \$23/hr
- vehicle lease costs for new vehicles purchased in the 2023/24 year were higher than expected
- insurance rates across the industry skyrocketed this past year, the increase was not related to Downtowner performance
- vehicles maintenance costs continue to rise industrywide
- there is no setup for the 2024/25 year, new vehicles purchased in the 2023/24 term

Comparison to HVT’s proposal to bring Downtowner in House

We propose hiring their 15 non-CDL drivers at a new rate of \$23.50 per hour as full-time, benefitted employees. They will be put in the CDL pipeline so that all drivers within HVT can drive all routes. This is a method to hire and train drivers such that we have a bigger pool of drivers over time and can better fill out our driver pool, minimize overtime, etc. This is the cost breakdown of this option:

Potential HVT Hourly Rate	\$ 23.50
Total Pay	\$ 48,880.00
Benefits	\$ 35,367.00
Total Compensation	\$ 84,247.00
x15	\$ 1,263,705.00

In order to bring this in house, we also need to purchase two cutaways. Estimated cost for each cutaway is \$125,076, for a total of **\$250,152**. That includes the cost of purchase plus wrap.

Comparison

A significant portion of the costs in the Downtowner breakdown will go away if we bring this service in house. We already own most of the cutaways we need, so we wouldn’t have a lease cost. We already have insurance and adding two cutaways wouldn’t materially change it. The same applies to maintenance cleaning, device service, and maintenance. Management payroll and healthcare would go away. Driver payroll and healthcare is accounted for in our proposed cost above.

Conclusion

In my estimation, the cost will be quite similar to run the Downtowner program in house vs. contracting it out. There is a difference in our favor of **\$197,211** between our proposal and Downtowner’s contract. Some of that will be eaten away by fuel costs for running the cutaways regularly and in management costs adding those drivers into our operator pool. That does not factor in the benefit of creating a CDL pipeline, which is a goal we are actively pursuing. Bringing the program in house would create a soft benefit of building out that pipeline.

High Valley Transit District
Board of Trustees Minutes
Thursday, March 14, 2021, 1 PM
Virtual Meeting via Zoom
Meeting ID: 965 7131 1985
Sheldon Richins Building, Room 133
1885 W. Ute Blvd.
Park City, Utah



Members of the Board of Trustees, presenters, and members of the public could attend by electronic means using Zoom (phone or video).

BOARD OF TRUSTEES PRESENT:

Kim Carson, Chair
David Geffen, Vice Chair

Chris Robinson, Board Member (via Zoom)
Canice Harte, Board Member (via Zoom)
Malena Stevens, Board Member

ABSENT: None

STAFF PRESENT:

Caroline Rodriguez, Executive Director
Jolena Ashman, Finance Director
Ian Hooper, Data Analyst
Ma’a Koko, Fixed Route

Allie Shorkey, Human Resources Director
Gabriel Shields, Capital Development Officer
Beth Ko, Transportation Planner
Alejandrina Sulca, Administrative Assistant

INVITED ATTENDING GUESTS

Dave Thomas, County Attorney
Shayne Scott, Summit County Manager

Public Meeting

1) Pledge of Allegiance

2) Public Comment: None

C. Harte moved that the Board go into closed session for Personnel
Second: D. Geffen

In favor:

Board Chair Kim Carson

Board Vice Chair David Geffen

Board Member Canice Harte

Opposed: None

Vote: 3-0

Absent:

Board Member Chris Robinson

Board Member Malena Stevens

Work Session (continued)

Ms. Rodriguez introduced three new employees:

- Gabriel Shields, Capital Development Officer (introduced later)
- Beth Ko, Transportation Planner
- Alejandrina Sullca, Administrative Assistant

3) Ridership and performance

Presented by Ian Hooper

M. Stevens discussed potential opportunities regarding park and rides and resort transportation

4) Committee Reports

- K. Carson reported on the work of the Personnel Advisory Committee (PAC)
- C. Harte and C. Robinson reported on the work of the Capital Committee, including for the Bus Rapid Transit (BRT) project. It was noted that costs have escalated since the last estimate and HVT needs to re-open the dialogue with Summit County's new manager and council members.
- D. Geffen asked a question regarding recouping the costs of land work on the facility project
- C. Harte and D. Geffen reported on the work of the Finance Committee, discussing bonding and a potential federal loan. D. Geffen answered questions regarding how bonding works, cash flow analysis, and timing. Board members requested that staff develop a new policy regarding operating capital and bring back to the Board.

5) Spring 2024 goal setting and service planning

Goal Setting

C. Rodriguez discussed the non-scientific survey that was sent to the Board prior to the Board meeting, asking for their opinions on the goals and strategies previously identified in HVT's Strategic Plan. Areas of focus are:

- There are always new things being introduced and new challenges
- Develop KPI's for all departments. D. Geffen wants a scorecard completed for 2024.
- Keep an eye on work culture to grow organizational effectiveness
- Use the Board more effectively
- Convene a Rider Advisory Board by May to review what happened over the winter season
- Engage with other stakeholders, Kimball Junction projects, Summit County, MIDA, key legislators, planning staff at other jurisdictions

Service Planning

C. Rodriguez presented the Spring 2024 key service changes with input from M. Koko

Change date is April 28, 2024

New route to Silver Creek Village

Consideration of Approval

6) Approval of minutes dated January 25, 2024, and February 15, 2024

D. Geffen motioned to approve the minutes from January 25, 2024, with noted changes (page 4 needs the word "seconded" and on page 5, all four members in attendance voted in favor)

Second: C. Harte

In favor:

Board Chair Kim Carson

Board Vice Chair David Geffen

Board Member Chris Robinson

Board Member Canice Harte

Board Member Malena Stevens

Opposed: None

Vote: 5-0

Absent: None

D. Geffen motioned to approve the minutes from February 15, 2024

Second: Malena Stevens

In favor:

Board Chair Kim Carson

Board Vice Chair David Geffen

Board Member Chris Robinson

Board Member Canice Harte

Board Member Malena Stevens

Opposed: None

Vote: 5-0

Absent: None

7) Discussion and possible approval of an amendment to High Valley Transit's Chart of Positions
A. Shorkey discussed the benefits of adding two janitorial positions to the Chart of Positions, rather than contracting out for the service. She also outlined the minor change to the job description as reviewed by the PAC.

There was also discussion of what the janitorial needs are for HVT now verses when the new facility opens.

M. Stevens motioned to approve the amendment to the Chart of Positions to add two staff members.

Second: D. Geffen

In favor:

Board Chair Kim Carson

Board Vice Chair David Geffen

Board Member Chris Robinson

Board Member Canice Harte

Board Member Malena Stevens

Opposed: None

Vote: 5-0

Absent: None

8) Board Comments

D. Geffen was very excited to see the energy in the room generated by the new staff members

9) Staff Comment

A Micro driver received a driver commendation for assisting the victim of a hit and run

M. Stevens motioned to adjourn

Second: D. Geffen

In favor:

Board Chair Kim Carson

Board Vice Chair David Geffen

Board Member Chris Robinson

Board Member Canice Harte

Board Member Malena Stevens

Opposed: None

Vote: 5-0

Absent: None

Minutes transcribed by Ale Sullca

Adopted date:

Kim Carson, Board Chair



STAFF REPORT

Date: May 13, 2024
To: Board of Trustees
From: Caroline Rodriguez, Executive Director
Subject: 791 Purchasing Cooperative (791COOP)

Action Requested

Discuss and adopt Ordinance 2024-01, a Resolution of the High Valley Transit District Joining the 791 Purchasing Cooperative, allowing HVT to purchase goods and services directly from pre-qualified vendors.

Background

The United States federal government General procurement standards, § 200.318, encourages federally funded entities to "enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services." Many government entities around the United States, like High Valley Transit, procure goods and services -- including innovative mobility solutions -- through the use of competitively bid government purchasing cooperatives.

The State of Utah specifically, recognizes and endorses collaborative and efficient public procurement by public entities. These cooperatives are recognized and endorsed by the Utah Local Government Code (Title 11, Chapter 13 Interlocal Cooperation Act), which provides a legal framework for collaborative and efficient procurement by public entities within the state.

In addition to State support for cooperative purchasing, this procurement approach is also FTA-compliant. Section 3.3.5 of the FTA Procurement Best Practices outlines a precedent for the use of cooperative procurement, highlighting that even for highly complex procurements like multi-billion dollar rolling stock purchases, cooperative purchasing is an encouraged option.

The 791Coop Purchasing Cooperative is an administrative agency created in accordance with Sec. 791 of the Texas Government Code to offer its members a unique and beneficial opportunity to purchase goods and services from contracts that meet all state and federal competitive bidding requirements, saving valuable time and resources in the process. During the term of each contract, members may place their purchases directly with Awarded vendors for the various goods and services that they may need without going out for bid.

The quality objective of the 791Coop Purchasing Cooperative is to allow qualified members to purchase goods and services in an efficient, cost effective, and competitive procurement method as outlined in the Texas School Law Bulletin, Sec. 44.031 Purchasing Contracts.

After legal review, Attorney Dave Thomas has concluded that the 791 Purchasing Cooperative satisfies all requirements of Utah Code 63G-6a-2105, as a cooperative procurement with a cooperative purchasing organization.

MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement (“Agreement”) is made by and between 791 Purchasing Cooperative (“791 COOP”) and HIGH VALLEY TRANSIT DISTRICT, a small public transit district organized under the laws of the State of Utah (“End User”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respective authorized officers, agents, and/or employees.

PURPOSE

WHEREAS, the federal, state, and territorial governments of the United States of America have expressly authorized and encouraged the use of cooperative purchasing agreements to increase quality and efficiency in purchasing for public, publicly funded, and other legally authorized entities; and

WHEREAS, 791 Purchasing Cooperative LLC through its purchasing cooperative named 791 Purchasing Cooperative (791 COOP) is committed to providing cooperative purchasing contracts with lead public agencies to eligible organizations, including, but not limited to, public and private K12 schools, cities, counties, institutions of higher education, and other eligible units of government ("Authorized Users") in all states in order to increase quality and efficiency in purchasing; and

WHEREAS, 791 COOP is authorized to contract with the End User entity through Chapter 791 of the Texas Government Code, Chapter 252, 262, and 2269 of the Texas Government Code, Chapter 44 of the Texas Education Code, and other relevant federal and state laws to provide goods and service through legally compliant mechanisms; and

WHEREAS, The Parties wish to enter into this Agreement to maximize spending power of End User entity and provide increased efficiency in the sourcing and purchase of goods and services; and

WHEREAS, the governing bodies of the Parties, individually and corporately do hereby adopt and find the foregoing promises as findings of said Authorized Users; and

NOW, THEREFORE, premises considered, and in consideration of and conditional upon the mutual covenants and agreements herein, the Parties herein mutually agree as follows:

AGREEMENT

- 1. Term:** This Agreement is effective for ten (10) years from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- 2. Permissions:** This Agreement shall: (1) Allow Authorized User/End User entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanisms through 791 COOP’s competitively awarded vendor list; (2) allow the Authorized User to access 791 COOP’s cooperative contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; and (3) allow the Authorized User/End User entities to access 791 COOP subject matter expertise to facilitate best practices in sourcing and procurement.
- 3. Relationship:** The relationship between the Parties is that of the Independent Contractor. Neither Party has the authority to bind the other in any manner beyond the terms of this Agreement. The



PROCUREMENT SOLICITATION DOCUMENT

REQUEST FOR PROPOSALS (RFP)

791 Purchasing Cooperative

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

AND

Lead Agency:

CENTRAL TEXAS COUNCIL OF GOVERNMENTS

RFP #791_2023_09_002 Mobility As A Service and Solutions, including but not limited to Vehicle Leasing, Vehicle Acquisition, Vanpool Programs, Mobility As A Service Providers, Rideshare Services and Demand Response, Transportation Network Companies, Shared Mobility Services including Bikeshare and Scooters, and other Mobility Solutions.

Submission Deadline: October 27, 2023, at 1:00 pm Central Time

**Central Texas Council of Governments
ATTN: 791COOP
2180 North Main Street,
Belton, TX 76513**

Questions: Admin@791Coop.org or 210.757.3775

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

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

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

This Solicitation is a Request for Proposals as permitted in the Texas Local Government Codes, 252, 262, and 271.

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RFP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the *Texas Local Government Code Section 252, 262, and 271.*"

I. ABOUT 791 PURCHASING COOPERATIVE (791COOP)

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

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless the proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- 791COOP reserves the right to award multiple vendors based on the best value for each solicitation.
- This proposal is requested for the benefit of the current participants and other new participants as they execute 791COOP Participant's Agreements in the future.
- 791COOP reserves the right to extend the proposal deadline for any reason.
- 791COOP reserves the right to make changes to this Solicitation by way of one or more posted addenda.

B. Benefits of 791COOP

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according to the Laws of the State of Texas and Federal Regulation 2 CFR part 200, and other State and Federal Regulations when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yield economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high-performance” vendors.
- Maintain credibility and confidence in business procedures by maintaining free, fair, and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for the competitive procurement process for all 791 COOP Awarded Agreements.

C. Customer Service

- 791COOP staff is available to participants for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- 791COOP provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- 791COOP enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

D. Purchasing Procedures

- Agreements are established through free, full, and open competition as described by the laws of the State of Texas and are available for piggyback by other government entities anywhere in the United States, subject to each entity’s jurisdictional law and regulation. Purchase orders or equivalents are issued by

participating governmental entities directly to the Vendor or vendor-assigned dealer. Purchase orders or equivalent are usually sent to the 791COOP offices where they are reviewed by the 791COOP staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to 791COOP.

- **NOTE: It is always the vendor's responsibility under the 791COOP agreements to report all sales under the agreement to 791COOP.**
- Vendors deliver goods/services directly to the participating participant agency and then invoice the participating participant agency. The Vendor receives payment directly from the participating participant agency.

E. Partnerships with 791 Purchasing Cooperative

- 1) **The Texas Conference of Urban Counties represents 34 Counties and 79% of the Texas Population or about 23 million residents.**
- 2) **The Texas Association of Community Schools, representing over 570 public school districts in Texas. A community school is defined as a school district having 12,000 ADA and below. This comprises the small, mid-sized, and rural school districts in Texas.**
- 3) **The State of Texas CTCOG is a Lead Agency with 791COOP and CTCOG represents 43 Public School Districts in their service area.**
- 4) **The Central Texas Council of Government is a Lead Agency with 791COOP and CTCOG representing over 40 local governments and a population of approximately 523,000 residents.**
- 5) **791COOP may add additional partnerships to this program.**
- 6) **It is estimated that contracts awarded under this RFP will total over \$25-100 million annually with competitive pricing proposed.**

F. Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791COOP participants. Also, according to the Texas Public Information Act TEXAS GOVERNMENT CODE, CHAPTER 552, any documents or information held by 791COOP "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION CLAIM FORM." INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF CENTRAL TEXAS COUNCIL OF GOVERNMENTS (CTCOG) AND 791COOP IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 252 The CONFIDENTIAL INFORMATION CLAIM FORM that completed by the proposer designating specified pages as confidential or waives confidentiality of the entire proposal. The information that is requested to remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Vendor's response.

II. SUMMARY OF RFP INSTRUCTIONS

THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF CTCOG, 791COOP, AND 791COOP PARTICIPANT ENTITIES OR FUTURE PARTICIPANTS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. BECAUSE PARTICIPANT ENTITIES PIGGYBACKING UPON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR DISCRETION AND TIMING, AAND SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC VOLUME OF PURCHASES IS GUARANTEED BY 791COOP.

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

- B.** It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating participant entities in this particular commodity category. These awarded agreements will enable participant entities to purchase on an “as needed” basis from competitively awarded agreements with high-performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties, and educational entities.
- Awards will be made to the successful proposer(s) for the products and/or services. (Unless the proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
 - 791COOP reserves the right to award multiple vendors for each solicitation.
 - This proposal is requested for the benefit of the current list of participants and other new participants as they execute 791COOP Participant Agreements in the future.
 - 791COOP reserves the right to extend the proposal deadline for any reason.
 - 791COOP reserves the right to make changes to this Solicitation by way of one or more posted addenda.
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III. GENERAL INFORMATION

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

1. **791COOP Vendor Paid Fee:** The total cost of the 791COOP program is funded through an administration **fee of 1.00%** paid to 791COOP by the awarded contractors. The fee is based on actual vendor project sales. The vendor will pay the fee on the actual invoices and paid sales to 791COOP participants. Fees are not assessed to vendors for shipping costs, required bond costs, or any taxes that may be applicable.
2. 791COOP establishes a fee for each solicitation for proposals that are in the best interest of 791COOP and its participants.

B. Additional Information

1. **Term of Agreement and Renewals:** **The initial term of the agreement is restricted to five (5) years. Awarded optional agreements may be extended for three (3) additional one (1)-year terms. The extension is automatic unless either party exercises its right to terminate as provided in the Vendor Agreement.**

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. 791COOP reserves the right to solicit additional proposals at any time it is in the best interest of 791COOP and/or its participants.

2. **Termination for Cause:** 791COOP or the awarded vendor may terminate an award under this solicitation for cause. Either Party must provide the other Party with 30 days written notice to respond to the notice at the address provided in the response or as otherwise provided. Bankruptcy is the cause for terminating this agreement. The Awarded vendor shall provide 791COOP with 90 days written notice in order to protect the interests of the 791COOP participants that may be in negotiation.

Vendor Questions: **Questions about this solicitation shall be submitted to admin@791COOP.org with the following in the subject line: "RFP #2023-09-0XX RFP Title contractor question."** Questions of a ministerial nature will be answered without an addendum (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by 791COOP will be addressed by properly posted addendum.

QUESTIONS WILL BE RECEIVED UNTIL October 20, 2023, AT 5:00 PM Local Time.

3. **Pre-Bid Meeting:** **NO Pre-Bid Meeting Scheduled. A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email admin@791COOP.org by 10 a.m., September 29, 2023. If a Pre-Bid meeting is scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties. If requested, 791COOP reserves the right to determine if a Pre-Bid Meeting is held or not held.**

4. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

RFP Issued	September 1, 2023
Pre-Proposal Conference	None Scheduled
Inquiry Period Ends	September 29, 2023, at 5:00 PM (CDT)
Proposal Due Date	October 27, 2023, 1:00 PM (CDT)
Anticipated Award	November 3, 2023, *

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

791COOP agreements are available for use by all schools, colleges, universities, cities, counties, and other government entities in all fifty states if permitted by the jurisdiction of the governmental entities.

IV. PROPOSAL SCORING AND EVALUATION

A qualified evaluation committee will evaluate and score all proposals. Recommendations for awards will be made to the CTCOG Executive Board/Committee. Awards will be granted or denied at the monthly stated meeting of the CTCOG Executive Board/Committee. 791COOP will base a recommendation for award on factors permitted by the *Texas Government Code section 252.043*. The factors that will be considered and weighted points in each area are as follows (100 total points):

791COOP shall use a final overall scoring system to include consideration for competitive pricing, best value price, and cost evaluation. 791COOP reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. 791COOP shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are mandated for consideration by *Texas local government codes 252, 262, & 271*.

1. Purchase Price: **(30) point weight**. Per prices quoted as related to information within the request for proposals and the discount off MSRP or other published list pricing or stated prices of goods.
2. The reputation of the vendor and of the vendor's goods or services; **(10) point weight**. References and 791 COOPERATIVE staff knowledge and any other available information known to 791 COOPERATIVE may be used to score this criterion.
3. The quality of the vendor's goods or services; **(20) point weight**. Proposal response and 791 COOPERATIVE staff knowledge and any other available information known or available through the RFP or otherwise to 791 COOPERATIVE may be used to score this criterion.
4. Extent to which the Goods or Services meet the Needs: **(20) point weight**. 791 COOPERATIVE evaluators will determine if the proposal provides value to 791 COOPERATIVE participants and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation.
5. Vendor's Past Relationship: **(0) point weight** –New Contract and no past relationships.
6. The total long-term cost to 791 COOPERATIVE and its participants to acquire the vendor's goods or services: **(10) point weight**.
7. Experience: **(10) point weight** - <1 year = 0 points; 1 -3 years = 5 points; 4-6 years = 8 points; >6 years = 10 points
8. Residency: **(0) point weight** –for a contract for goods and services, ***other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials***, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state

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

9. Impact on the Ability of the Participant to Comply with Laws and Rules Relating to Historically Underutilized Businesses and nonprofit organizations employing persons with disabilities and Disadvantaged Business Enterprises : **(0) point weight** – There are no Texas laws that apply to this procurement but since federal funds are anticipated to be utilized during the life of this contract, the proposer should agree to abide by the federal regulations in the forms contained in this SOLICITATION document related to underutilized businesses in its subcontracting practices. This factor has been considered and due to the foregoing, no points will be assigned. NOTE: Failure to agree to comply with the federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable.
- a. Historically Underutilized Business as defined by the State of Texas. Historically Underutilized Business (HUB) Program. The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.
 - b. DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Additionally, 791COOP is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in the performance of this contract.

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

V. SPECIFICATIONS

This solicitation is for RFP #791 2023 09 002 Mobility As A Service and Solutions and seeking providers for MOBILITY AS A SERVICE, AND SOLUTIONS.

A. DESCRIPTION

This includes but is not limited to **Mobility As A Service and Solutions**. This can include any type of Mobility As A Service and Solutions, including but not limited to: Vehicle Leasing, Vehicle Acquisition, Vanpool Programs, Mobility Software Providers, Rideshare Services and Demand Response, Transportation Network Companies, Shared Mobility Services including Bikeshare and Scooters, Electric Vehicles and Petroleum Vehicles, Electronics, Tracking, Accessories, Consulting and Planning, training, installation, equipment, service and maintenance contracts, repairs, certifications, inspections, or anything related to the category may also be included and other Mobility Solutions.

The contract shall be for Mobility As A Service and Solutions, Products, Services, Software, Labor, and other materials used with Mobility As A Service and Solutions and Services. This may or may not include minor (non-JOC) services, maintenance, and equipment. **The contract may be used for the installation of products and equipment that do not structurally alter a building or facility structure in accordance with Texas statutes.**

Only new parts and equipment shall be used to perform repair work. All work shall be performed in a quality workmanlike manner. All work shall follow city, County, and State codes and requirements. The contractor shall be responsible for obtaining any necessary permits.

B. SCOPE OF WORK

791 Coop seeks to contract with providers and suppliers for Mobility As A Service and Solutions, including but not limited to: Vehicle Leasing, Vehicle Acquisition, Vanpool Programs, Mobility Software A Service Providers, Rideshare Services and Demand Response, Transportation Network Companies, Shared Mobility Services including Bikeshare and Scooters, Electric Vehicles and Petroleum Vehicles, Electronics, Tracking, Accessories, Consulting and Planning, training, installation, equipment, service and maintenance contracts, repairs, certifications, inspections, or anything related to the category may also be included and other Mobility Solutions. Participating public agencies' Departments of transportation and planning, and other organizations require a wide variety of Mobility Services and Solutions, Including Consulting and Planning, competitive pricing, excellent customer service, and up-to-date inventory management tools. The awarded contract is intended to encompass the wholesale distributors and vendors' entire line of products and services. Vendors are asked to provide specific pricing for the items listed but also provide a discount for the entire catalog of all available products.

Firms interested in submitting a proposal to provide the Transit Districts primary platform must demonstrate current capabilities to support NEMT services including but not limited to, reporting, billing, and operational execution and standard of delivery to satisfy state, federal, and administrative reporting requirements.

The goal of this solicitation is to improve mobility, provide passengers with better transportation options, better serve suburban communities, and better leverage existing traditional transit assets. Providing workers access to jobs, enhancing the ability of commuters to travel to popular employment centers, and increased access to higher education and medical districts through regional.

REQUIREMENTS OF AWARDED VENDORS:

- Scope: The scope of this RFP is to award a contract to a qualifying vendor-defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions that meet and/or exceed the current and future needs and requirements of 791COOP and its participating agencies nationally within the scope of Mobility As A Service and Solutions.

791 COOP may select a wide range of firms or contractor teams for partnerships that will assist agencies improve personal mobility options, explore opportunities to optimize transportation network efficiency, defining a role for alternative and emerging mobility services in transit operations, and prepare for future transportation service technologies. 791Coop reserves the right to award single or multiple contracts from this RFP.

791COOP believes the future of transit will require a network of multiple service solutions. This solicitation is for all companies that provide mobility services, products, and capital vehicle leasing programs, including but not limited to, long-term car leasing, Taxis, Transportation Network Companies (TNCs), Microtransit companies, bikeshare and carshare companies, and any other service or product that can address some or multiple types of subcategories identified below.

This solicitation should be read to include, but not limited to

6. SCOPE OF SERVICES SUBCATEGORIES

6.1 SUBCATEGORY 1 – VEHICLE CAPITAL LEASE SERVICE/AGREEMENTS

This service category addresses the need for Capital/Vehicle Lease Companies to provide 791 COOP with a IDIQ number and type of vehicles for future Microtransit Service in both the Urban and Rural Divisions. 791 COOP anticipates many of these vehicles to be leased over the duration of the contract to match service demand. Proposers must provide details of their proposed business model, including, but not limited to:

- Leasing program;
- Cost model for the agency;
- Vehicles types available;
- Time requirements of lease (duration of lease);
- Annual and monthly maintenance program;
- How operations and maintenance of vehicles are defined in program;
- Options for partnering on fuel if applicable;
- Provide 791 COOP with types of vehicles for future Micro transit service.
- Vehicles must be able to transport between six and twelve passengers.

2. A portion of the fleet will be required to be ADA-compliant, including wheelchair configuration with an accommodating ramp or lift.

- Vendor will provide pricing for an indefinite quantity for each vehicle type and proposed lease terms and condition as well as options for early termination of the contract.

6.2 SUBCATEGORY 2 - MOBILITY AS A SERVICE RESPONSE AREAS

The following section outlines potential service providers, technology sectors, and additional Mobility-as-a-Service product categories that 791 COOP will consider for selection under this solicitation. Firms and Contractor Teams that do not clearly fit into one area of desired service are still encouraged to apply so that 791 COOP can review all innovative project proposals.

In the interest of Americans with Disabilities Act (ADA) accessibility and unbanked customers, 791 COOP would also like to receive potential solutions to address these populations as part of the submission.

6.3 SUBCATEGORY 3 - DEMAND-RESPONSE RIDESHARE SERVICE

This service category includes scheduled or real-time, dynamic mobility services primarily booked and scheduled through an online platform accessible via mobile devices or online.

Responses in this project category can include (but are not be limited to):

- ‘Self-dispatch’ solutions that provide a customer a direct portal (such as a phone app) to personally book a transportation provider for curb-to-curb, on-demand transportation, with actual transportation provided through 791 COOP’s fleet or a TNCs that provides vehicles and operating personnel.
- TNCs that provide vehicles and operating personnel that can deliver demand-response transportation services through requests from online portals set up by 791 COOP. The agency is seeking solutions that already demonstrate integration with other dispatch and booking solutions.
- Other mobility service models that fit the requirements of this category, which combine some or all the elements above. These include ‘turnkey’ solutions provided through a single contract that can provide real-time, dynamic service, software applications, service operators, customer service, vehicle storage, maintenance, service marketing, and data reporting.

6.4 SUBCATEGORY 4 - SELF-OPERATED SHARED MOBILITY SERVICES

This service category includes leasable modes of transportation, both motorized and nonmotorized, that can be used to supplement existing transit options.

Responses in this project category may include, but are not limited to:

- Bikeshare companies
- Carshare companies
- Scooter rental
- Other motorized or non-motorized vehicle rentals
- Any combination of the above services

6.5 SUBCATEGORY 5 - PLATFORM-AS-A-SERVICE

This service category includes software, apps, and technology solutions that allow for the use of personal

devices and/or smartphones as a portal for multimodal service options. Responses in this category do not necessarily have to provide the transportation service, but they do need to address how their technologies will interface with on-demand mobility providers, both public and private, and provide a seamless and convenient customer experience.

Responses in this project category may include:

- On-Demand Transportation Software – Technology that can assist in the operations of on-demand transportation service. Software can be utilized by either passengers or fleet vehicle operators to perform on-demand service along customized parameters.
- Multimodal Mobility Management Platforms – Software and apps that allow a customer to book transportation services across several modes through both public and private providers.
- Centralized Fare Payment Systems – Platforms must address the ability to integrate with fare collection systems and allow different types of fare structures and appropriate tracking of those structures.
- Fixed-Route Integration – The platform must demonstrate capabilities to integrate vehicle location and transfer capabilities between Microtransit and Fixed-Route.

Firms or contractor teams must outline how their services integrate with mobile apps and fare payment systems. Flexibility and willingness to create Application Programming Interfaces (APIs) and cross-platform solutions will still be viewed favorably in the proposal. The selected platform provider shall provide technology and/or integrate with current onboard technologies to effectively provide a seamless experience for customers and staff.

The following table captures the various requirements that must currently exist within the software platform selected as 791 COOP’s Brokerage Clearing House “Engine.” The selected platform shall contain, and/or have the ability to perform, all of the following Software Platform Features in an Intermodal Transportation System as described below. The selected platform shall assign and broker trips to various Service Providers and comeingle various transportation services offered. It shall further separate and track costs by funding source from different fare media and pull all data necessary to fulfill applicable Federal Reporting Requirements such as (but not limited to) FTA’s National Transit Database (NTD) and the Texas Department of Transportation’s (TxDOT’s) Public Transportation Division’s PTN-128 requirements.

1. The system shall allow for all demand response services (Microtransit, ADA/paratransit, NEMT, dial-a-ride, etc.) to be centralized in a single platform for scaling across a city or region all within the same window.
2. The services shall be able to have different business rules for different types of functions (Microtransit, ADA/paratransit, Non-Emergency Medical Transportation, Fixed-Route, etc.) while sharing the same fleet. The software must be able to differentiate between these service types for both operational and reporting purposes.
3. The ability to have multiple zones within a service, and each zone should be able to have a specific configuration. For example, it shall be possible to have customizable stops and locations including door-to-door, curb-to-curb, origin-to-destination, and/or customer redirect to designated stop location.
4. Map data, such as addresses, should be automatically updated with the option of manual intervention.
5. Zones should have time restrictions attached to certain configurations, so it should be possible to

configure a zone as door-to-door during certain hours and origin-to-destination during other times.

6. Service and zone additions should be done in a window that allows you to see all existing services directly on the map.
7. Service zone boundaries shall be changeable from within the web application, and not require interacting with the software vendor to complete the changes of the service and shapes.
8. The system shall have the ability to configure service and zone-level configurations as needed by operator staff without being required to interact with the software vendor to do so.
9. The system shall allow entry of client first name, last name, and middle initial. When entering data, the system shall utilize search, pop-ups or other appropriate techniques to detect and alert the user if there may already be a client database entry under this name.
10. The platform will allow dispatchers to search any field such as ID numbers, Date of Birth, address, etc. to locate and identify a client profile.
11. The system shall allow the customized entry of client's data with additional fields according to the needs of the agency.
12. The system shall allow multiple address entries for common client pick-up locations, drop-off locations, or other favorite locations.
13. The system shall require entry in a field specifying for accessibility features that will be needed on the ride.
14. The system shall support trip booking while a booking clerk is on the phone with the client.
15. The system shall support booking for both pre-scheduled and on-demand trips.
16. The ability to book pre-scheduled trips shall be configurable to turn on or off.
17. The system should allow for demand forecasting to be able to see what amount of demand you will have based on scheduled and recurring trips in the system at a future date to allow schedulers to better understand their client demand and how many vehicles they need.
18. The system shall permit trip booking times within prescribed scheduling windows.
19. The system shall accommodate return trips and should also be able to implement minimum hold-over times (or passenger dwell times) for scheduled trip returns if programmed accordingly.
20. The system shall allow notes to be attached to any phone booking (e.g. indicating details on pick-up/drop-off location, or any other relevant information). This information should be visible to the driver during pickup.
21. The system shall permit the booking agent to retrieve the client record by entering the client's first or last name, telephone number, or other forms of client level identification. For client retrieval by last name a list box shall be used to list all clients with name beginning with the characters entered.
22. The system shall allow for leave-at and arrive-by trip bookings, so that passengers can specify either the time they would like to leave someplace at, or arrive somewhere by, giving passengers more control over their days and time.
23. The system shall be able to show various services that the specific passenger will have access to. This could mean that a passenger could see a paratransit service, a pooled (shared ride) Microtransit service, and an NEMT service all within the app, and as long as they have the ability and eligibility to use that service, they

would be able to choose the specific service that they want to use that day. The system shall also allow rides to be shared by multiple client types.

24. The system shall allow the booking clerk to edit the number of travelers per booking.
25. During each trip booking, the system shall display the map locations for the pick-up and drop-off.
26. Once all other trip booking information has been entered, the system shall indicate to the booking clerk any applicable fare(s) to be paid by the client, attendant, and any companions.
27. The system shall be capable of accepting trip bookings up to a certain number of (admin defined) days in advance. This limit shall be configurable.
28. The system shall allow the definition of recurring-trip bookings (subscription trips), with flexible options to specify exceptions. At minimum, the system shall support selection of a recurring weekly day (e.g., every Tuesday), a recurring monthly day (e.g., every 2nd Wednesday), a recurring monthly date (e.g., the 4th of every month), and recurring weekly days (e.g., every Tuesday and Friday).
29. The system shall allow the booking clerk to temporarily suspend a particular recurring-trip booking (subscription trips) and provide exclusion dates for the recurring trips.
30. The system shall allow the agency to designate trips to a third-party contractor (e.g. taxis or other TNC). This dispatching should be done automatically and based on service criteria and business rules.
31. The system shall allow the agency to differentiate fleet types between dedicated vehicles and non-dedicated vehicles.
32. The system shall have automation in trip brokering based on an intelligent algorithm that will allow for dispatching to multiple dedicated fleets, and also to contracted non-dedicated TNCs in cases of overage in demand. Fleet priorities may be set by the agency.
33. The system shall enable automated brokering for each day, taking into consideration the recurring trip bookings and scheduled trips. The system shall optimize for the highest shared-ride ridership, the least distance traveled, and/or the least travel time, based on actual mapping and GIS data stored in the system.
34. The system should allow for on-demand trips to be booked through the mobile app or by calling into the agency's call center. If it is the first time they have used the service, the scheduler and the app should be able to create a profile within the same window.
35. The system should be able to combine (commingle) different demand-response transportation services into one or more fleets, so that, for example, Microtransit customers can also be put on ADA/paratransit vehicles.
36. Solutions provider shall demonstrate the ability to plan, book, and pay for travel across different modes and online platforms.
37. When services are pooled and/or commingled, the service should automatically broker this functionality. The Administrator should have the capability to change the criteria around how efficient the system is, (for example, how important short trips and passenger experience is), and define the service to fit their specific requirements around public service offerings.
38. When commingling, the service must be able to have specific criteria for flexibility around the ETA approximated to adjust how flexible the system can be when scheduling passenger pickups. For example, if picking up a Demand Response passenger (Microtransit) would cause a special needs passenger (ADA/paratransit) to miss their ETA beyond the point of the flexibility allotted, then that Demand Response passenger should not be picked up first, but rather they should wait for the next vehicle. This should all be

automatic so not to jeopardize the criteria of multiple services that are being offered.

39. The system shall automatically produce a driver schedule for each operator run, indicating the driver pickup and drop off. Any trips that come in during these runs should be added to the driving schedule according to the algorithm criteria. Notification of changes to a driver's manifest should be immediate. In instances where pooling/shared rides are allowed, it should occur automatically.

40. Passenger requests shall have several options to indicate each pick-up and drop-off, including the street address, point of interest and name of stop, as well as times for pickup and drop-off.

41. The ride requests shall be transmitted to the Driver app in their assigned vehicle using the mobile data communications system. Once a driver has logged in to that mobile device, the manifest will be automatically updated.

42. Adjustments (i.e., for insertions, changes, cancellations, or no-shows) during vehicle operation shall be immediately transmitted to and from vehicles using the mobile data communications system.

43. The central dispatching/monitoring system shall display the most recently reported location of all vehicles on the map in real-time.

44. The map display shall provide the following information via vehicle icon shape, color coding, and/or overlays:

- Network connection status;
- Fleet;
- Service state (e.g. in-service, not in service);
- On-time state (e.g. running behind schedule, slack time)

45. The map display for dispatchers shall provide more information about any vehicle via the icon text and an available pop-up window when clicked over the icon. Such information shall include at a minimum:

- Vehicle Number;
- Operator;
- Driver;
- Logon status;
- Upcoming Pick-up/Drop-off location (or a list of next events);
- Trip and passenger information;
- Current speed

46. The central dispatch/monitoring system shall present a tabular display that presents the schedule times for events currently assigned to each vehicle.

47. The system shall allow historical trip information to be reviewed by the agency.

48. The system shall allow all logged data to be retrieved, even if it has been archived.

49. The historical map shall provide replay controls to view the entire sequence of reported locations from the beginning of the time period through the sequence of events.

50. The system shall allow selection of any time period for access to the historical data.

51. All system data shall be owned by the agency, with the rights and ability to access all data, export it

to other applications, and allow access to third parties for integration purposes on a perpetual royalty-free basis.

52. The platform shall be a cloud-based MaaS platform with no specialized hardware/infrastructure from the agency unless approved in advance with cost being absorbed by the software vendor.

53. Continuous optimization - The system shall continuously optimize by moving trips (if required) so driver manifests are updated in real time, and trips may be moved between vehicles for maximum efficiency when conditions change. Trips must also be able to manually be moved and altered to make up for the dispatching system's shortcomings. The system must be able to compensate for trip cancellation when a driver is already in-route so that unrealistic pickup times aren't possible.

54. Trip brokering: System can seamlessly allocate trips to TNCs, taxi companies, and/or ride hailing operations with varying priorities so trips are allocated in special conditions to non-dedicated vehicles.

55. Trip brokering: All trips to dedicated or non-dedicated vehicles are recorded and tracked for reporting purposes. It shall further separate and track costs from different fare-media and service type and pull all data necessary to fulfill applicable Federal Reporting Requirements such as (but not limited to) the National Transit Database (NTD) and the Texas Department of Transportation (TxDOT) PTN-128 requirements.

56. Trip brokering: Trips should flow seamlessly to third-party fleets, including TNCs and taxis, based on time rules set by the agency in order to avoid overloading the system.

57. Automatic alerts should inform staff about driver overtime, stranded riders, excessive ride length, late pickups and/or drop-offs, and any other issues that need to be addressed operationally in a timely fashion.

58. Custom fields should be available for rider data capture.

59. Custom fields should be available in trip request and shall be able to be used for reporting purposes.

60. Onboard driver-facing electronics should have the capability to capture signatures from client types that require them.

61. The platform shall be able to dynamically assign driver breaks that consider company policy, labor rules and trip pattern.

62. For NEMT reasons, the platform must allow for manual assignment of trips. It should also allow tracking of the reason for such changes through the recording of comments and/or notes attached to the trip log.

63. The software shall be able to predict On-Time Performance prior to the date of service as well as throughout the day.

64. The software shall automatically adjust trips so they are close to the originally scheduled time when cancellations occur.

65. It is preferred (but not necessarily required) that any telecommunication devices utilize "FirstNet" as the communication provider company. 791 COOP currently contracts with FirstNet who provides high priority mobile connectivity equivalent to that of First Responders (such as Law Enforcement, Fire Department and EMT Services). Contractor must provide evidence that the selected service provider is able to operate in remote areas in rural counties.

66. It is preferred (but not necessarily required) that any platform software be compatible with Dallas Area Rapid Transit's (DART) "Go Pass" mobile app. 791 COOP prefers GoPass due to its growing usage

throughout Texas and for its high-quality experience for users and for its advanced reporting capabilities. If a contractor intends to propose an app other than GoPass, they must provide evidence that the selected mobility app provides an experience equivalent to or greater than that of GoPass.

67. The selected platform-as-a-service vendor shall assist with Title VI analysis, public hearings, board meetings regarding service design, and appropriate marketing and stakeholder consulting for 791 COOP's members counties and urban cities.

C. ADDITIONAL SCOPE:

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

1. **Interested Vendors** shall submit an RFP responding to portions of the RFP that it can qualify and perform the work and desire to perform the work. Identify each response with the appropriate letter/numerical designation and respond to all items in the order given. Do not provide company brochures or other types of marketing materials in response to any item, except where requested.
 - a) Cover sheet, indicating the name of your company and the project title.
 - b) Organization information, describe your company's professional focus and the complete range of services being offered for the project. Furthermore, each Vendor must provide a list of any subcontractors who will be utilized to meet the terms of the proposal. All Vendors must review and comply with each Contracting Entity's ethics code.
 - c) Submit a statement of why your company is best qualified for this project.
2. **Project Approach:**
 - a) Provide a milestone project schedule for the selection of approaches, design, construction, and implementation.
 - b) Describe the extent of the Contracting Entity's staff involved in the project, including key decision points at each stage.

D. ADDITIONAL SERVICES:

Bidder should list in (preferably) an Excel spreadsheet or other attachment of all related supplies, equipment, services, software, installation, repair, maintenance, and hourly or other unit-priced fees according to the category offered on this contract. The offering must be related to this category. No inappropriate offerings will be considered.

1. BACKGROUND

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

2. OVERVIEW

The program involves products and services specified by the Local Government Entity. The Local Government

Entity will expect the chosen company to phase in a fully operational program within 90 days of issuing a Notice to Proceed. The Contracting Entity will have the right, in its sole discretion, to add, delete or revise the contracted services to meet its changing needs, upon providing a minimum of 90-day notice. Billing shall be adjusted accordingly.

3. Bidder's Company and Product Information

- a) Responses shall be clearly labeled with the item number.
 - b) Proper evaluation of bidders requires information about the bidding company and its products.
 - c) Public Companies must provide their most recent yearly report to stockholders.
 - d) Private Companies must answer the questions below.
 - e) Provide a brief history of your company that includes the type of business and its philosophy of doing business. If the bidder has recently purchased an established business or has proof of prior success in this business, or a closely related business, please provide written verification.
 - f) Indicate the location of the headquarters of the company. List any branch offices in the state of any 791 PURCHASING COOPERATIVE participating Entity. Provide the name, title, qualifications, and experience of the employee, that will coordinate the work and be the general contact for this contract.
 - g) For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures").
- 4.** Gaps sometimes exist between management (those who respond to RFPs) and sales staff (those who contact public educational institutions) that result in problems. Please provide the Names of your key salespeople, phone numbers, and states for which they are responsible.
- 5.** Any business that has served the public for more than ten years will have had problem projects. List five projects that have had problems (use more than one state), describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of roof repair or replacements, contract amount, contact name, and telephone number.
- 6.** Manufacturers responding to this solicitation must name one or more dealers or subcontractors certified and trained to install their products. The prime contractor must identify how their dealers/subcontractors are certified. Provide the name of the dealer/subcontractor, business name, address, telephone (voice and fax), and the state contractor's license number, if any.
- 7.** Vendor should provide a list of equipment and facilities used for testing products if requested.
- 8.** Costs for inspection must be separated from repair and service costs but may be included as a line item in this contract. The manufacturer must offer to refund (or credit) all or a percentage of the inspection costs if the agency participant issues a contract for Vehicle Inspection within a 12-month period.
- 9.** Vendor may offer extended warranties available at extra cost for agency participants who agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, no-cost training must be offered by the prime contractor for the maintenance staff of the

buyer and will be arranged prior to installation as part of the purchase contract. (Describe the no-cost training to be offered in the solicitation.)

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

D. Requested Requirements

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

1. All products shall be new and of high quality.
2. The vendor's catalog shall include a variety of major manufacturers for specified products & services.
3. The catalog shall contain an adequate supply of items for the trade(s).
4. Orders of stocked products will be shipped or scheduled for shipment within 48 hours of receipt of order.
5. Ability for tracking orders, including any back-ordered item(s).
6. Participants should be able to set up accounts for various user departments to ensure spend does not exceed budget amounts.
7. Participants should be able to place some of the orders with P-Cards **for small dollar purchases**.
8. The system must allow for Participants to set up individual delivery locations for each site.
9. The Vendor should allow for electronic returns, which allow for packages to be automatically picked up and returned to the vendor.
10. Participants should be able to track returns electronically.
11. Credits should be posted within 30. Participants may ask for a report once a month at no cost or the Participant must be able to run a report at no cost.
12. Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.
13. All deliveries shall be accompanied by delivery tickets or packing slips.
14. Customer support: The Vendor shall provide timely and accurate technical advice and sales support to 791 PURCHASING COOPERATIVE staff and 791 PURCHASING COOPERATIVE participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to 791 PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required

15. Contracts: All contracts and agreements between a Vendor and a 791 PURCHASING COOPERATIVE participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
16. Tax exempt status: All Texas government agencies participating in 791 PURCHASING COOPERATIVE are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of a tangible personal property. Laws of other states shall apply within those states.
17. Assignments of contracts; there is no assignment of contract may be made without the prior written approval of 791 PURCHASING COOPERATIVE. Requests for Assignments shall include the reason for requesting the contract be assigned to a third party and provide information substantiating their capabilities. Payment can only be made to the awarded Vendor and assigned vendor.
18. Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
19. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
20. Funding out clause: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
21. Indemnity: The Vendor shall protect, indemnify, and hold harmless 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract.
22. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
23. Vendor shall comply with Insurance requirements.
24. New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products.
25. Vendor will have the ability to ship materials via UPS, Fed Ex, or Common Carrier. These materials can include a copy or printed materials but may also include materials brought to the vendor’s facility for shipping F.O.B. destination.
26. The Vendor may match or lower any pricing of comparable contracts with similar volume or similar Cooperative.

27. The Vendor will honor pricing and will not have “Floors” in their percentage discount pricing
28. Vendor may revise catalogs 4 times a year.
29. Vendor may request price adjustments quarterly based upon the US BLS Consumer Price Index, <https://www.bls.gov/cpi/> . However, 791 COOP may deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
30. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
31. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.
32. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
33. Publicly held Company (Vendor) shall provide the most recent SEC Financial filing.
34. Private held Company (Vendor) shall provide access to review its Financial Statement

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

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

D. Products & Services Summary Matrix

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

E. Value Add Services Description

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

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

F. Product Information:

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

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

G. Additional Questions:

General Information

- 1) Briefly describe your company. What services do you offer?
- 2) Describe your company's values and mission statement and how they relate to supporting your clients' leasing needs.
- 3) Please describe your growth plans and business objectives, both locally and internationally.
- 4) What differentiates your company and your services from that of your competitors? What value do these characteristics create for our company?
- 5) Provide a copy or a link to your most recent annual report or audited financial statement.

ACCOUNT MANAGEMENT

- 6) Describe your customer service.
- 7) Describe the account team that would manage our account.
- 8) How will you help us manage, monitor and reduce costs?

INNOVATION, TECHNOLOGY AND INFORMATION MANAGEMENT

- 9) What innovations has your company contributed to the industry?
- 10) Describe your company's approach to product development and your process for product enhancements.
- 11) What advantages does your technology bring?
- 12) Do you provide technical support for your Web site and applications? If so, please describe the available support in detail.

FINANCING

13) What financing options do you offer your clients?

CUSTOMER SERVICE

14) Please describe your customer service.

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

16) Where are they located?

17) Describe your ability to provide multi-lingual client service and support.

18) What are the qualifications of your maintenance personnel? How many technicians do you have on staff?

19) How are calls routed to the appropriate skill levels?

BILLING

20) Is your invoice available for review online?

21) Can billing be formatted to clients' needs? Sub-account billing. How many levels?

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

VI. PRICING FORMAT

A. Pricing for Line Items or Catalog

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

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that is considered included in this solicitation and subject to the minimum discount proposed. Pricing may also exclusively be line-item pricing or, and recommended, in combination with a minimum catalog discount.

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

and services during the life of the award.

Definition of “catalog”

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract that takes the form of a catalog, price list, schedule, shelf price or another form that:

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

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

Markup on cost

It is NOT recommended proposers use the Markup pricing method because many participants are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:

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

NEW ITEMS: 791COOP will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off the published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate a discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

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

Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

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

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

B. Discussion of Pricing Options

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

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

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

Bidder should list all related services, installation, repair, maintenance, travel, lodging, per diem, and hourly fees or other defined and specified unit cost according to category offered on this contract. No inappropriate offerings will be considered.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by 791COOP participating participants.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a minimum discount off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

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

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

You may propose all goods as a line-item list if you prefer but the PREFERRED proposal method is a minimum

discount off catalog prices. You may propose, both discount off a catalog AND line-item pricing for specific lists of items if you choose to.

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

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

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

Service Incidental to the Sale of Goods

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

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

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

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

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

Optional Pricing Forms

Sample of Pricing Template in Excel Spreadsheet.

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

VII. GENERAL INSTRUCTIONS

791COOP reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to 791COOP and its participants at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

791 COOPERATIVE reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to 791 COOPERATIVE and its participants at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

- 1. Customer support:** The Vendor shall provide timely and accurate technical advice and sales support to 791 PURCHASING COOPERATIVE staff and 791 PURCHASING COOPERATIVE participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to 791 PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required
- 2. Contracts:** All contracts and agreements between a Vendor and a 791 PURCHASING COOPERATIVE participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
- 3. Tax exempt status:** All Texas government agencies participating in 791 PURCHASING COOPERATIVE are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.
- 4. Assignments of contracts:** No assignment of contract may be made without the prior written approval of 791 PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.
- 5. Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 6. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any**

favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

7. Funding out clause: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
8. INDEMNIFICATION: The Vendor shall protect, indemnify, and hold harmless 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract.

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS 791COOP, PARTICIPANTS, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "791 COOP"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF 791COOP AND VENDOR, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF 791COOP, VENDOR, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON VENDOR’S BEHALF, CAUSED BY VENDOR, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

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

VENDOR, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, VENDORS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON VENDOR’S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS 791COOP, EXCEPT TO THE EXTENT THAT 791COOP IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF VENDOR’S OR ANY OTHER PERSON WORKING ON

VENDOR'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR VENDOR UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE VENDOR AND 791COOP, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A VENDOR'S OBLIGATIONS UNDER THIS SECTION 7 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY VENDOR UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

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

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

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

9. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Tax Code.
10. The Vendor shall comply with Insurance requirements and submit copies of their insurance certificate to 791 Coop and any participant using the vendor's award
11. New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791 PURCHASING COOPERATIVE may reject any additions, without cause
12. Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor's facility for shipping F.O.B.

13. The Vendor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.
14. The Vendor agrees to honor pricing and will not have “Floors” in their pricing. This includes fixed prices and discounts of catalogues.
15. The Vendor agrees it may revise catalogs no more than 2 times a year.
16. The Vendor may request price adjustments quarterly based upon the CPI. However, 791 COOP deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
17. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
18. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.
19. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
20. Publicly held Company (Vendor) shall provide the most recent SEC Financial filing.
21. Private held Company (Vendor) shall provide access to review its Financial Statement
22. Vendor will notify 791 COOP of any financial changes including changes in debt ratings. Vendor will notify 791 COOP of any “supplier” putting credit holds upon the vendor and why such hold is in place. Vendor may request 791 COOP sign a non-disclosure agreement regarding this matter.
23. The Vendor agrees that upon request by 791 COOP that it will promptly update contact information of references
24. **Felony Conviction Notice (Required in Texas) -Notification of Criminal History:** “A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034. FELONY CONVICTION NOTICE document is part of the Required Forms Combined Rev1 document and posted on Ionwave. This form should be uploaded to the “Response Attachments” of this RFP. Failure to complete this result in being given notice your proposal is being considered for award and you will be given no more than 5 business days to complete and return before being determined non-responsive.
25. **References:** The proposal response should contain a minimum of five (5) references of customers you have served that would be considered eligible for participants in 791COOP (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition

to the name of the entity, a contact name, email and phone number shall be included. The references document is attached as **EXHIBIT A. REFERENCE SHEET** must be completed and uploaded.

26. **Vendor Certifications:** Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates may be scanned and uploaded to the “Response Attachments” or the Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit with their Response. Vendors choosing to wait will be asked to complete and return. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our participants the information if it is part of their entities’ policies.
27. **Federal Forms and Certifications:** There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a participant. Vendors should complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in IonWave. Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit their response. Vendors choosing to wait will be given no more than 5 business days to complete and return before being determined non-responsive.
30. **CERTIFICATIONS OF OFFEROR:** This is part of the RFP and must be completed, signed, scanned and uploaded to the “Response Attachments” with the proposal. The EXHIBITS must also be completed, signed, and uploaded with a copy of the RFP. If the proposer has deviations to these documents, the vendor must identify them under **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with 791COOP. The CERTIFICATIONS OF OFFEROR signature page must be submitted and signed. The acceptance of any negotiated terms will be added to the **CERTIFICATIONS OF OFFEROR**.
31. **791COOP Vendor Agreement:** This agreement may be found in this RFP Attachments section on Ionwave. If the proposer has deviations from these documents, the vendor must identify them under a copy of **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with 791COOP. Leave the 791COOP Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised 791COOP Vendor Agreement.
32. **Warranty (If applicable):** Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.
33. **Protest Procedure:** If a contractor/proposer (contractor) desires to protest a process or decision by 791COOP, the contractor must follow the process used by CTCOG.

B. LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY PARTICIPANTS

Depending on different entities and jurisdictions’ laws and regulations, participants may be prohibited from participating in one or more of the 791COOP agreements. 791COOP has no control over those legal restrictions and does not warrant that a participant entity will be able to utilize a 791COOP awarded agreement.

C. INSURANCE REQUIREMENTS

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

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

4. Coverage limits—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:
 - a. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the Texas Claims Act or a Combined Single Limit coverage of \$1,000,000.
 - b. Contractor’s Workers’ Compensation - coverage shall be those established by applicable statutes. Employer’s liability coverages shall be the limits established by the State of Texas or \$1,000,000.
 - c. Umbrella Liability Insurance: Liability on the following form basis with a limit of \$1,000,000 per occurrence in excess of all primary limits.
5. All proposals shall include a valid Certificate of Liability Insurance showing CTCOG, 791 Purchasing Cooperative, and individual 791 Purchasing Cooperative participants (if requested) as a certificate holders.
6. To protect the CTCOG, 791 Purchasing Cooperative, 791 Purchasing Cooperative Participants, and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any

person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the CTCOG 's and 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

V. Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and 791 COOPERATIVE reserves the right to multi-award or not award. 791 COOPERATIVE reserves the right to solicit the same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation if 791 COOPERATIVE decides it is in the best interest of our participants.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer; your proposal will be your final offer for solicitation competition purposes. Vendors may lower prices at any time during the agreement period. See the pricing section.
4. **Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to 791 COOPERATIVE.
6. **Estimated Quantities:** Because 791 COOPERATIVE cannot accurately anticipate which participants will utilize the awarded agreements due to the thousands of participants and the different government entity types, 791 COOPERATIVE makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
7. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the 791 COOPERATIVE participant needs and deciding the controlling order is at the sole discretion of 791 COOPERATIVE. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
8. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. 791 COOPERATIVE want pricing either in a fixed price or a discount off published or available to 791 COOPERATIVE Participant catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
9. **Evaluation** – 791 COOPERATIVE will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If

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

- 10. LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH 791 PURCHASING COOPERATIVE CTCOG , ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER CTCOG NOR 791 COOPERATIVE SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY CTCOG OR 791 COOPERATIVE.
- 11. RESERVATION OF RIGHTS -** 791 COOPERATIVE expressly reserves the right to:
- a) Reject or cancel any or all proposals;
 - b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
 - c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
 - d) Reissue a SOLICITATION;
 - e) Consider and accept an alternate proposal as provided herein when most advantageous to 791 COOPERATIVE and its participants;
 - f) 791 COOPERATIVE has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
 - g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. 791 COOPERATIVE and its participants reserve the right to procure any items or services by other means at the sole discretion of 791 COOPERATIVE or its participants.
- 13) Supplemental agreements -** The 791 PURCHASING COOPERATIVE Participant entity participating in the 791 PURCHASING COOPERATIVE Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e., invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. 791 PURCHASING COOPERATIVE, its agents, 791 PURCHASING COOPERATIVE Participants, and employees shall not be made a party to any

claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires 791 PURCHASING COOPERATIVE and/or 791 PURCHASING COOPERATIVE Participant to sign an additional agreement, those agreements shall comply with the award made by 791 PURCHASING COOPERATIVE to the Vendor. Supplemental Vendor's Agreement documents may not become part of 791 PURCHASING COOPERATIVE's Agreement with the vendor unless and until an authorized representative of 791 PURCHASING COOPERATIVE reviews and approves it. 791 PURCHASING COOPERATIVE permits 791 PURCHASING COOPERATIVE Participants to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Agreement.

- 14) **Survival Clause** - All applicable agreements, contracts, software license agreements, warranties, or service agreements that were entered into between Vendor and 791 PURCHASING COOPERATIVE or the 791 PURCHASING COOPERATIVE Participant Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued, or contracts executed by 791 PURCHASING COOPERATIVE or a 791 PURCHASING COOPERATIVE Participant and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.
- 15) **Smoking** - Persons working under the Agreement shall adhere to the 791 PURCHASING COOPERATIVE Participant's or local smoking statutes, codes, or policies.
- 16) **Novation** - If an awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of the awarded vendor.
- 17) **Licenses** - Awarded vendor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by awarded vendor. Awarded vendors shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791 PURCHASING COOPERATIVE and its Participants reserve the right to stop work and/or cancel the Agreement of any awarded vendor whose license(s) expire, lapse, is suspended, or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 18) **791 PURCHASING COOPERATIVE Participant Purchasing Procedures** - Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Participant to the awarded vendor and should indicate on the order that the purchase is per the applicable 791 PURCHASING COOPERATIVE Agreement number. Orders are typically emailed to 791 PURCHASING COOPERATIVE at admin@791COOP.org
 - Awarded vendor delivers goods/services directly to the participating participant.
 - Awarded vendor invoices to the participating 791 PURCHASING COOPERATIVE Participant directly.
 - Awarded vendor receives payment directly from the participating participant.
 - Awarded vendor reports sales monthly to 791 PURCHASING COOPERATIVE (unless prior arrangements have been made with 791 PURCHASING COOPERATIVE for an alternative submission schedule).

- 19) **Incorporation of Solicitation** - The 791 Purchasing Cooperative Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.
- 20) **State of Texas Franchise Tax:** By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
- 21) **Funding out clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
- 22) **New Technology and Products:** New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791 PURCHASING COOPERATIVE may reject any additions, without cause
- 23) **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

[CERTIFICATIONS OF OFFER AND SIGNATURE IMMEDIATELY FOLLOWING]

VI. CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I have noted any exceptions to the RFP in my organization’s response. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated; and furthermore that I, _____(typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the CTCOG , on behalf of said Offeror by authority of its governing body. I am binding my organization to the terms set forth in this agreement with CTCOG . I understand that there is a separate vendor agreement with 791 Purchasing Cooperative. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

Required

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT A.
REFERENCE SHEET

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

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____
(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT B

VENDOR PROFILE QUESTIONNAIRE

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

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

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

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

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

- Company submitting bid is a resident bidder. **Yes No**
- Vendor's principal place of business is in the city of _____ State of _____

3. Felony Conviction Notice (Required by the State of Texas)

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony: (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.)

4. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing. **Yes No**

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

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

5. Processing Information

- Company billing address where the invoice for the participation fee will be sent by 791 PURCHASING COOPERATIVE:

Contact Person & Title: _____

Company: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Email: _____

- Contact person responsible for processing and confirming all purchase orders (PO's) sent by 791 PURCHASING COOPERATIVE:

Contact Person & Title: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Email: _____

6. Provide a Cover Letter for Response to this RFP.

7. Provide your company's Dun & Bradstreet (D&B) number.
8. Please define your standard terms of payment.
9. Provide a description of your company's relevant market and your position within it.
10. Describe the scope of sales/field support your company would make available to government entities.
11. Describe the scope of training opportunities your company would make available to government entities as needed.
12. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
13. Describe how your company handles after-hours customer service needs.
14. Indicate your response time to emergency service calls.
15. Describe your 24/7 service compliance.
16. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
17. Please describe the quality program(s) within your company and the program which measures your service work.
18. List the dollar sales volume your company annually.
19. Describe your call center organization.
20. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days a week?
21. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
22. Describe your expectations of your subcontractors and /or service centers when completing a repair. How does your company verify these expectations are being met?
23. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
24. Describe how your company tracks completion of repairs.

25. Describe how your company manages services calls on a not to exceed amount. Is your company willing to accept a not to exceed amount specified by the government entity or does your company operate with a minimum amount not to exceed; if so, what is that amount?
26. Describe your process for troubleshooting a problem. How does repair get escalated for service?
27. List the total dollar volume your company completes in Government annually.
28. List the other functions your company can provide.
29. Describe what project scheduling tools your company use to track projects.
30. Describe your company's safety program performing services.
31. Provide your company's administrative support resources
32. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
33. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?
34. Describe what technical resources your company will provide to support the government entities' projects.
35. Indicate if your company will accept all forms of Purchase Orders or Project Work Orders.
36. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
37. Identify the process of receiving a purchase order for the ordering of products.
38. Identify the process of receiving a purchase order and any billing (including progress payments).
39. Does your company require Tax Exempt Formsto be provided by government entities for each purchase order?
40. Describe how your company will invoice the government entity. Include a process map.
41. Is your company able to send quotes in electronic format via email including specific information.
42. Discuss the invoicing options your company offers and the payment terms for each.
43. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?

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

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

**A RESOLUTION OF THE HIGH VALLEY TRANSIT DISTRICT
JOINING THE 791 PURCHASING COOPERATIVE**

WHEREAS, the High Valley Transit District (the “District”) is a small public transit district organized under the laws of the State of Utah; and,

WHEREAS, in accordance with Utah Code §63G-6a-2105, the Board of Trustees (the “Board”) of the District has determined that the 791 Purchasing Cooperative satisfies all of the requirements to be a cooperative procurement under state law; and,

WHEREAS, to the extent required by state law, the District’s procurement officer has found that it is in the best interests of the District to waive any procedural deficiencies or deviations from the Utah Procurement Code; and,

WHEREAS, the Board desires to participate in the 791 Purchasing Cooperative, and finds that it is in the best interests of the District to participate, as such participation will result in cost savings to the District;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the High Valley Transit District as follows:

Section 1. Request to Join. The Board, on behalf of the District, requests membership in the 791 Purchasing Cooperative.

Section 2. Authorization. The Board hereby authorizes its Executive Director to sign the Master Interlocal Agreement, which is attached at Exhibit A and is incorporated herein by this reference, and further directs its Executive Director to deliver any and all other necessary documents in connection therewith to the 791 Purchasing Cooperative.

ADOPTED AND APPROVED this ____ day of May, 2024.

HIGH VALLEY TRANSIT DISTRICT

ATTEST:

David Geffen
Secretary

By: _____
Kim Carson
Chair

APPROVED AS TO FORM:

David L. Thomas
General Counsel

EXHIBIT A