

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of January 1, 2024, by and between Uber Technologies, Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (enter category here) ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is

affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency.

The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work

in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **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 in the subsequent fiscal year."
- 13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.
- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract,

including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

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

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

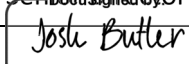
☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	Uber Technologies, Inc.
Address	1515 3rd Street
City/State/Zip	San Francisco, CA 94158
Telephone No.	630-204-4195
Fax No.	
Email address	sebastian.reszka@uber.com
Printed name	Josh Butler
Position with company	Senior Director
Authorized signature	 A27801G7ABAC4A5...

Term of contract January 1, 2024 to December 31, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

Jan 4, 2024

Date

Dr. Rickey Williams

Print Name

Equalis Group Contract Number R10-1162B

Uber for Business

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Evaluation Criteria	Question	Answer	
Basic Information			
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Uber Technologies, Inc.	
	<i>What is the mailing address of your company's headquarters?</i>	1515 3rd Street, San Francisco, CA 94158	
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Sebastian Reszka, Sr. Government Account Executive, 630-204-4195, sebastian.reszka@uber.com	
Products/Pricing (30 Points)			
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination		
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination		
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes.	
	<i>Does pricing submitted include the required administrative fee?</i>	Yes, in Attachment B Uber's included an administrative fee.	

Uber for Business

	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	As a global organization with more than 170K customers, Uber for Business offers a wide range of incentive structures for customers. The incentives proposed for Region 10 are of similar structure to other federal and state agencies our team has partnered with.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	<p>Uber has provided the following pricing components in Attachment B:</p> <ul style="list-style-type: none"> • A proposed administrative fee • A rebate for Region 10 and partnering entities • A fee structure for orders • Overview of Uber One Membership • Additional free-of-charge features and account management support <p>Verifiable list price location</p> <p>Uber will provide Equalis Group and its members with a rate sheet that allows verification and auditing of fees and fee structures. Because Uber does not provide these rates to the public, we ask that these rates be shared only with members who've completed a non-disclosure agreement and would like to discuss this further at selection. Please also note that Uber for Business products are subject to their own terms of use. We request that these terms are incorporated to our agreements with Region 10 and Equalis Group as applicable. Uber's online, public terms are available at: https://www.uber.com/legal/en/. These can be used as a template and tailored to Region 10 and Equalis Group as needed.</p> <p>Administrative fee</p> <p>Uber's included a tiered administrative fee with a proposed quarterly payout. The administrative fee is structured as a fill-a-tier model. Orders placed by participating entities using an Uber for Business product proposed herein qualify.</p> <p>Rebate for Region 10 and partnering entities</p> <p>Uber proposes an annual fill-a-tier rebate with end-of-year payouts. Available for Region 10 and other participating entities, the rebate provides savings for organizations with significant catering needs. We've built-in a low spend threshold for the first rebate tier. This means that entities with lower meal spend still receive a rebate. Uncommon for Uber</p>

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for Business, this low rebate threshold will be an attractive selling point to help increase and diversify the number of participating entities. For larger programs, Uber can revisit and negotiate the proposed rebate structure as needed.

Fee structure for orders

Fees on Uber Eats help cover the delivery costs that enable couriers to deliver food and groceries quickly and reliably. These fees are variable by market and are based on delivery time, distance, and local regulations.

For auditing purposes, we've provided the maximum amount of each fee in Attachment B. These are the individual maximum fee costs nationwide at the time of submission. While restaurant orders and grocery delivery share many of the same fee structures, we've separated these in Attachment B for ease of reading. Uber reserves the right to periodically update this fee structure and will make Region 10 and Equalis Group aware of changes as needed.

Uber One Membership

Uber One offers member-only savings opportunities and upgrades. The membership helps meal benefits go further. Members save an estimated average of \$25 per month.

Benefits include:

- **Unlimited \$0 delivery fee:** On food orders over \$15 and grocery orders over \$35. Look for the Uber One icon in-app to see where to save.
- **Savings on Uber Eats:** members get up to 10% off eligible deliveries and pickup orders.
- **Priority service:** Members get top-rated drivers and receive a \$5 credit on eligible deliveries if our latest arrival estimate is incorrect.

Additional terms apply and may require execution of an Uber One Addendum for organizations.

Additional features and account management support

Region 10 and other partnering entities will receive a number of features free of charge.

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		Detailed further in Attachment B, these include: <ul style="list-style-type: none">• Access to the Uber for Business Dashboard to manage meal ordering and voucher programs• Implementation and training of the Uber for Business Dashboard• Premium support services for Uber for Business Dashboard administrators (email, chat, and phone)• 24/7 ordering support for end-users• Expense integrations• Enterprise features on the Uber Eats app
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	Uber for Business supports centralized and decentralized billing. With a centrally billed account, partnering entities receive one monthly statement payable via credit card or ACH. Statements are emailed to a designated recipient and include a link to download line item charges for the month. Decentralized accounts are set to a pay-per-order basis using an employee's company credit card or the payment method on file. In the Billing tab of the Uber for Business Dashboard, entities can view past payments, statements, review their billing cadence, and manage their preferred payment methods.
	Outline any invoicing solutions such as tax-exempt ordering, single lines of credit, and digital expense management.	Uber only charges sales tax in states like New York, Ohio, Kentucky, Rhode Island, Hawaii, Iowa, and South Dakota. While we can enable tax exemption for organizations using our mobility products, Uber’s currently unable to provide an upfront exemption for deliveries. Until available, we will offer a reimbursement to entities.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product quality and features	Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.	Overview of the Uber of Business Dashboard Using the Uber for Business Dashboard, Region 10 and partnering members can easily tap into a suite of meal products that leverage the massive Uber Eats platform. In more than 9,200 cities across 50 US states, Uber Eats is used by more than 890,000 merchants globally, including restaurants and grocery, convenience, and supply stores.
		The Uber for Business Dashboard will serve as a centralized location for administrators to organize and customize their meal programs and other meal solutions. Administrators can quickly implement their organizational meal policies, set budget limits, invite users, and

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gain real-time reporting insights.

Administrative controls using the Uber for Business Dashboard

Uber's sales and account teams will provide tailored training to partnering entities to customize and enforce their preferred ordering policies for employees using the Uber for Business Dashboard. In a recent survey, 84% of Uber for Business partners said that these policies improved their compliance enforcement.

Policies that can be customized in the Uber for Business Dashboard include:

- **Spend allowance:** Select from full or limited coverage for orders. Limited coverage allows for a spend limit to be set per order, day, week, or month and can include a hard or soft limit.
- **Time/date eligibility:** Allow orders all day or set custom times, with a range of days and start/end times down to the half hour.
- **Item restrictions:** Restrict ordering of alcohol, tobacco, cannabis, and items that are not food or drink, such as household supplies.
- **Delivery/pickup location restrictions:** Decide if delivery is allowed to any location or to limited locations, such as an office. Similarly, decide whether pickup orders are allowed.
- **Expense codes:** Choose whether expense codes are required, or allow employees to enter a custom code or memo.

Scope of Work Elements

Catering services for various types of events

Uber Eats offers on-demand, scheduled, and large group order features to support Region 10's scope of work elements, including for meetings, trainings, conferences, workshops and luncheons whether they be employee- or community-facing. As an alternative to traditional catering services, we've partnered with merchants in select markets—including Dallas and 40 other major cities— to provide a Boxed Catering delivery option, which can support deliveries with up to 50 participants while giving each participant the ability to choose their own meal. These options enable Region 10 and Equalis Group members to spend less time coordinating meals and payment logistics while lowering costs by eliminating multiple service and delivery fees.

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Menu options that can accommodate dietary restrictions and allergies

When ordering, employees can filter for restaurants that are vegan, vegetarian, gluten-free, and allergy-friendly. Employees can also leave a note regarding an allergy or dietary restriction when placing an order. In addition, if there is a particular restaurant within a market that partnering entities would like to see onboarded, Uber's restaurant team can help them go live in 1-2 weeks if they're interested in joining.

Flexible delivery options

When placing an order, users can select from 3 types of delivery options, including:
A) Leave at door, B) Meet outside, C) Meet at door.

Users can add custom instructions for the delivery person, such as "Please leave at front desk of main entrance." When the delivery person has arrived, users are notified in-app and can chat or call the delivery person if needed. If employees are in a hurry, they can also select our **Priority Delivery** option to have their order delivered directly to them for a nominal fee.

Necessary equipment, utensils, and supplies

Most restaurants can include utensils upon request, which is an option users can toggle at checkout. Uber itself doesn't provide utensils, supplies, or similar items.

User-friendly ordering platform

Orders can be placed online or using the Uber and Uber Eats app. This is the same platform that's actively used by 142 million consumers globally.

To start a group order, including for our Boxed Catering option, users:

- Choose a restaurant and select the Group Order option.
- Enter the delivery address.
- Set an optional deadline for ordering.
- Choose whether the bill is split or if the organizer pays for everyone.
- Share the Group Order link with coworkers, who can add their meal to a shared cart.

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		<p>Once the order is placed, employees (including those invited to a group order) can monitor its real-time status. Meals are labeled with employee names and individually packaged for easy sorting.</p> <p>Employees can also setup:</p> <ul style="list-style-type: none"> • Scheduled group orders: Schedule group orders up to 7 days in advance to simplify day-of events. • Repeat group orders: Set up a recurring group order for in-office routines and rituals. Get the team together for a weekly lunch, monthly all hands, and automate the process by setting up a recurring group order. • Per-person spending limits: Control costs and make it easy for employees to know what's acceptable to order by setting up individual spending limits.
	<p><i>Outline monitoring capabilities you provide, including the ability for agencies to access the data through an online or other platform(s).</i></p>	<p>Real-time data access</p> <p>In the Uber for Business Dashboard, administrators can track trip-level data for all their meal programs in real-time. Administrators filter delivery activity by name, location, and date range. Individual trip information is available by selecting an order, which displays spend and delivery details as well as expense codes or memos.</p> <p>Administrators can email a receipt or request more information from the employee for a given ride. This function allows the rider to update their expense code, expense memo, or switch the order to their personal profile if needed.</p> <p>Exporting data</p> <p>Data can be exported as a CSV file, enabling administrators to take a deep dive into program usage and customize their own reports if needed.</p> <p>Aggregated insights</p> <p>Uber's Insights Dashboard also provides administrators with a simple and accessible view into overall program performance. Administrators tap into an aggregated view of key metrics or sort data by programs to visualize:</p> <ul style="list-style-type: none"> • Program spend • Order volume • Number of active and invited users • Spend by program

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	<i>Describe any products or equipment you can provide. For example any equipment to help preserve food temperatures or required utensils.</i>	Uber for Business doesn't supply products itself outside of access to our Uber for Business Dashboard. That said, couriers are encouraged to use insulated bags to help preserve food temperature and merchants are encouraged to use sealed packages in tamper-evident packaging. Similarly, most restaurants will accommodate request for utensils and napkins at checkout.
	<i>Outline how your organization adheres to relevant regulations and guidelines including food safety and hygiene standards.</i>	As a technology platform, Uber itself does not adhere to food safety requirements. However, we work with merchants such as restaurants using our platform to help make sure they do. Outlined in our Community Guidelines, restaurants are expected to meet all relevant licensing requirements and to follow all food regulations—including food safety regulations—and industry best practices. Restaurants must maintain valid restaurant licenses and/or permits. Any restaurant found to be without a license or following local laws would be in violation of our partnership agreement, and would therefore be deactivated from the Uber Eats platform.
	<i>Outline how you accommodate dietary needs and preferences of customers.</i>	<p>Uber recognizes that millions of people live with specific dietary restrictions. To make their food delivery experience safer, we provide dietary restrictions that can be toggled when ordering.</p> <p>Individuals ordering will be able to:</p> <ul style="list-style-type: none"> • Filter and find restaurants that are vegan, vegetarian, gluten-free, and allergy-friendly. • When choosing a dish, leave restaurants a note on an allergy or dietary restrictions. <p>If a restaurant can't accommodate a request, they can message the individual who placed the order and provide an opportunity to order another item that fits their needs.</p>
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	<p>Uber Eats maintains a strong and growing presence in all 50 US states, the District of Columbia, and 9,200 cities nationwide. While our network is best used in populous areas, we've recently expanded our footprint to support growing consumer-facing operations and strategic partnerships.</p> <p>Approximately 17K couriers and 6.6K merchants using our platform in Dallas alone.</p>
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	N/A. Our proposed product enables entities to manage meal programs using a web-based dashboard. Ordering is available where couriers and restaurants use our platform.

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	<p><i>Outline any other capabilities not already addressed.</i></p>	<p>Uber Eats Vouchers</p> <p>Vouchers for Uber Eats give organizations versatility when considering meal perks for employees and guests—whether that be for feeding teams for work, offering meals for remote events, or showing guest appreciation. Perfect for short-notice events or emergencies, Uber Vouchers can be created and distributed via email, text, or other channels instantly. Organizations can create as many vouchers as needed and only pay for what gets used. Unused or expired voucher credits are not charged. Recipients can redeem with a single tap and vouchers will apply automatically to their eligible meals based on time and location restrictions.</p> <p>Uber Voucher API</p> <p>For large scale programs, Uber’s partner integration engineering team can support the integration of our Uber Voucher API. This will embed the voucher creation and distribution process in an organization’s application.</p> <p>Grocery, convenience, and retail orders</p> <p>Uber Eats launched grocery and retail delivery services in 2020. Today, we partner with nearly 24,000 grocery, convenience, and retails stores throughout the US for scheduled and on-demand delivery. Our representative partnerships include Albertsons, Costco, Safeway, Staples, and many other local merchants. Uber's ongoing commitment to retail and grocery delivery will make last-minute delivery of office, event supplies, and thousands of other items possible for our public sector partners via this agreement.</p> <p>Grocery and over-the-counter (OTC) delivery on Uber Health</p> <p>Recently launched, Grocery and OTC item delivery on Uber Health is powered by the Uber Eats grocery delivery platform. It enables care coordinators to order and pay for items on behalf of their patients or members through the Uber Health dashboard. Coordinators can save and retrieve dietary preferences, view past orders, choose to deliver on demand or schedule ahead, and view and track in-progress orders in the dashboard.</p> <p>Grocery delivery on Uber Health can improve access to nutritious food options for those unable to maintain a healthy diet due to a variety of reasons (food deserts, unaffordable meals, or lack of awareness of meal benefits).</p>
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Prescription delivery via Uber Health

Uber Health enables same-day prescription delivery nationwide to patients directly from the Uber Health Dashboard. This allows coordinators to request prescription delivery and monitor the status until it's delivered. When a prescription is sent to a pharmacy, care coordinators can request that a courier pick up the prescription and deliver it to the patient's home. The coordinator simply finds a pharmacy in the Uber Health Dashboard and enters the patient's name, phone number, birth date, and address. Recipients will receive a text message with a tracking link, so that they can track the status of their delivery.

Additional benefits

Top-rated couriers for meal programs

Organizations using meal programs will have access to top-rated couriers using the Uber Eats platform. This means that to help improve the end-user ordering experience, we will prioritize matching couriers who have both a high-rating and experience delivering orders. We've found this feature to be particularly helpful for large group orders, an important aspect of meeting the catering needs for organizations.

Courier screening and platform access

Before making their first delivery on the Uber Eats platform, couriers must pass a motor vehicle record (MVR) check (those using bicycle are exempt). If a prospective courier passes the MVR check, they proceed to a criminal background check conducted by Checkr, a third-party background check provider accredited by the Professional Background Screening Association.

Drivers cannot access the Uber app if they have any felony convictions or any violent or other disqualifying misdemeanors in the last 7 years. Our process also reviews records from more than 7 years ago, as allowed by law and where those records are made available and reported to us. If we identify a report made at any time in a person's history for certain serious criminal convictions, the potential driver will be disqualified according to our standards. Beyond the initial screening, Uber reruns criminal and motor vehicle checks each year. This is a standard practice at Uber, regardless of whether there is a

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		statute or regulation requiring us to do so. This helps ensure that our screening standards are applied consistently and continuously across the country, where allowed by law.
Response to emergency orders and requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests.</i>	Uber has been engaged to support unexpected meal needs related to events and travel, as well as natural disasters and in response to the COVID-19 pandemic. Generally, for short-notice requests, we recommend the use of Uber Vouchers. Our account team can work with entities to quickly set up an Uber Voucher Program to distribute meal credits that can be easily redeemed in-app. This solution is favored for its ability to scale effortlessly and for necessitating minimal effort or training on the part of the end-users, ensuring a smooth process.
Integration with other platforms	<i>Describe your company's ability to integrate with third part platforms.</i>	<p>Uber for Business offers pre-built expense integrations with several expense management platforms, including Concur and Coupa. These expense integrations save users time by avoiding the need to track or manage their receipts. Instead, expenses flow directly into expense reports and reduce errors from manual receipt uploads.</p> <p>Additionally, Uber has a dedicated Partner Integration Engineering team that provides technical support for entities implementing our existing third-party integration solutions, such as our Uber Voucher API. API implementation may incur an integration fee, the need for an API addendum, and is best suited for large-scale programs.</p>
Delivery process	<i>Describe how you communicate and coordinate delivery status with the customer.</i>	<p>In-app and online, users are shown an estimated time of delivery when placing their order. After checkout, users are provided the real-time tracking status of their order.</p> <p>Once a courier accepts their delivery, users are provided the courier's: name, photo, and vehicle make and model; real-time location; and route for dropoff.</p> <p>Tracking links for orders can be shared via text message and for group orders, all employees receive tracking information. Couriers and customers can communicate via in-app chat, text, or phone call. This is helpful when couriers need extra assistance in successfully completing their delivery.</p>
	<i>Describe the delivery method for products and services offered. This could include things such as method of transportation and equipment provided for food handling.</i>	<p>Delivery method for couriers</p> <p>After accepting a delivery request, couriers receive the order number, order details, and customer's name. Directions to the pickup location are provided to the courier along with any specific pickup instructions. Couriers are recommended to confirm that the order receipt matches the details shown in the app. Once at the dropoff location, couriers</p>

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		<p>review which dropoff option users selected and follow their directions for completing the dropoff. Couriers can also chat, text, or call customers if needed. As a safety precaution, customer numbers are anonymized.</p> <p>Food safety and handling</p> <p>We encourage restaurants to maintain food under the proper time and temperature controls before pickup, seal packages in tamper-evident packaging ahead of delivery, and act responsibly on information provided by customers related to food allergies, intolerances, or other dietary restrictions. With respect to food handling, any tampering is against violation of a courier's agreement with Uber. Appropriate action will be taken if a courier or driver violates any terms of the agreement, per our Community Guidelines.</p>
Customer service/problem resolution	Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).	<p>Uber will leverage its global support teams to provide comprehensive 24/7 support to both administrators and end-users placing orders. This will include a dedicated premium support specialist—our highest level of administrative support—for partner entities. Uber will also offer a call in number for those needing assistance with an ongoing or past order.</p> <p>Administrative support</p> <p>Administrators will receive support by emailing business-support@uber.com or by using the chat/phone option in the dashboard. These support requests will be tagged in Uber's internal system and automatically routed to our dedicated premium support specialist.</p> <p>End-user support</p> <p>The Uber Eats platform is designed to enable self-managed and seamless orders without the need for regular support. That said, Uber recognizes not every order goes to plan and provides multiple support channels for our partners, including:</p> <ul style="list-style-type: none"> • Diamond support: A 24/7 direct phone line for end-users to call with order assistance. • In-app or email support: Help for issues with an order or an end-user's business profile. <p>Service-level targets</p> <p>While Uber does not contractually commit to callback or resolution times, our English support teams maintain service level targets for email, phone, and chat. On average, support emails are responded to within 6 hours 85% of the time, while phone and chat are answered within 1 minute 90% of the time. If an administrator has an open support ticket they would like more immediate support on or have had an issue with their</p>

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		received support, they will be able to contact their account manager directly who will escalate the issue internally.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	By gross bookings, Uber is the largest online food delivery platform in the world. Our global scale combined with strong demand for our offerings, marketplace efficiency, and an asset-light platform have resulted in continued growth and financial stability. Since our founding, Uber has enabled more than 36 billion trips and deliveries and today facilitates an average of 25 million trips per day. In addition, approximately 142 million consumers use the Uber platform, a 12% year-over-year increase demonstrating the increasing engagement with our products. As a publicly traded company, Uber's most recent financial statements are available at https://investor.uber.com/financials/default.aspx . Due to the file size limitations of the Bonfire procurement portal, we have not appended Uber's 2022 financial report, but it can be downloaded at the link above.
	<i>What was your annual sales volume over last three (3) years?</i>	2022 - \$31.8 billion; 2021 - \$17.5 billion; 2020 - \$13 billion
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	<p>As Senior Implementation Manager on our government team, Tamica Goldsmith, leads implementation and training for all large or complex public sector accounts. To accommodate the potential volume of this program, Tamica will develop a custom playbook that can be utilized by up to a dozen additional implementation managers across Uber for Business.</p> <p>Dashboard setup</p> <p>Uber's implementation managers will perform set up and customization of Uber for Business Dashboards used by Region 10 and others. Our teams work with partners to identify and understand your meal delivery goals. Then, we collaborate on how to set dashboard policies to best reach those goals and support policy compliance.</p> <p>Typically, depending on the availability of our partners, we can implement a new program in less than a month. We generally share an implementation plan and calendar with our partners, which highlights:</p> <ul style="list-style-type: none"> • Key tasks and which tasks require partner support • Target dates for tasks • Status of key tasks • Milestones such as training and launch dates

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		<p>Training materials</p> <p>After setting up an Uber for Business Dashboard, Uber’s implementation team will be available to provide virtual training sessions for administrators prior to the start of the program, along with open Q&A sessions. Uber will also create a training module with video tutorials on how to use the Uber for Business dashboard. Our video tutorials will be accompanied by training documents and how-to guides that provide step-by-step instructions detailing how end-users place an order.</p> <p>Ongoing Account Support</p> <p>Post-launch, Uber’s assigned account teams will remain available for a high-level of continued training and support to help entities optimize and report on their programs. Depending on the size and complexity of this program, this usually entails regular business reviews. Led by Uber’s Account Manager, business reviews are conducted on a quarterly basis with a focus on key metrics to date and suggestions for programs moving forward. We also use business reviews to proactively gather custom program insights. For example, our premium support specialist can review support requests for a certain program and help the account team address potential recurring issues for employees moving forward.</p>
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	<p>Once a partnering agency has an Uber for Business Dashboard implemented, real-time reports will be automatically available. These can be filtered by a specific program, location, date range, or an individual.</p> <p>For organizations with multiple dashboards, our account teams can implement a parent-child dashboard structure. This enables administrators to navigate between dashboards and get insights about activity, users, and spending—not just for a single dashboard, but for the overall organization. This is particularly helpful for organizations with complex or different funding requirements for varying programs. For larger programs, Uber’s account teams will also be available to meeting discuss and present more tailored reporting needs.</p>
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company’s website</i>	https://www.uber.com/us/en/business/
	<i>Please provide a brief history of your company, including the year it was established.</i>	Uber was established in 2010 and launched its business-to-business division, Uber for Business, in 2014. More than 6 million drivers and couriers use the Uber platform, making us the largest mobility and delivery network in the world. Uber is available in 10,500 cities

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		<p>across 70 countries and facilitates an average of 25 million daily trips and deliveries. Since Uber for Business launched nearly 10 years ago, more than 170,000 organizations across the globe have trusted our enterprise solutions to manage their employee rideshare and meal delivery services. In the US, more than +225 sales, account management, and support roles sit on the business-to-business and business-to-government teams.</p> <p>Uber’s public sector team and government experience</p> <p>Since launching business-to-business tools almost 10 years ago, Uber’s partnered with public entities, including a range of school districts, public hospitals, cities, counties, and states seeking streamlined methods to address their mobility and meal solution needs.</p> <p>In 2020, Uber launched a dedicated public sector team following the award of an \$810 million governmentwide BPA agreement with the US General Services Administration. Since then, we have consolidated and formalized our public sector go-to-market efforts. Today, our public sector team strategically markets and sells innovative mobility and meal delivery solutions to federal clients as well as state and local agencies. This same team will be responsible for the overall program management of Uber’s agreement with Region 10 and Equalis Group.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	Uber has not worked with Region 10 previously. That said, Uber supports many school district and also brings local municipal experience. For example, we’ve partnered with Dallas Area Rapid Transit (DART) since 2019 to give riders flexibility with an on-demand ride option to and from transit stations. This program averages ~16K rides per month.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p>Program and contract management</p> <p>Program and contract management will be led by Uber’s public sector team to successfully launch meal delivery programs for Region 10 and market this agreement to Equalis Group members.</p> <p>This team draws on:</p> <ul style="list-style-type: none"> • Their proven public sector expertise • The resources of Uber’s larger sales organizations of more than 225 individuals • The 29,000 additional employees across Uber for cross-functional support • And the executive sponsorship of Uber for Business’ Senior Director, Josh Butler

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Key team members

Uber's key team members for Region 10 and Equalis Group each bring expertise marketing and launching innovative meal delivery solutions to public agencies. This team will draw on their collective 25+ years of public sector experience, which includes managing large alternative contracting vehicles that streamline purchasing for other entities.

Uber's key team members include:

Sebastian Reszka, Senior Government Account Executive

Role: Sebastian is responsible for partnering with Region 10 and Equalis Group on the overall program strategy, marketing, and commercial design. He will be Equalis Groups key point of contact for sales initiatives, lead internal sales trainings, and help allocate members of Equalis Group across Uber's book of businesses.

Background: Sebastian spearheads commercial design, pricing, and our overall go-to-market strategy for Uber's government partnerships. He works collaboratively across teams at Uber to best leverage our platform so that we're able to successfully meet the goals of our partners in the public sector.

Education: BS, Political Science, DePaul University | **Years of experience:** 10

Contact information: 630-204-4195, sebastian.reszka@uber.com

Rema Zadah, Esq., Senior Government Account Manager

Role: Rema will serve as the day-to-day contact for Region 10 responsible for the management of their meal programs. She will oversee implementation, best practices for program launches, reporting, and as-needed account support for optimized program performance. Rema will also serve as the account manager for strategic Equalis Group members and assist in developing guides for Uber's broader team who will manage member accounts based on the size of organizations or their location.

Background: With more than 12 years of experience in the public sector, Rema has managed large and complex accounts with Uber for school districts, state agencies, and the federal government. She currently manages all existing business under Uber's BPA with the US GSA.

Education: JD, University of the District of Columbia, David A., Clarke School of Law; BA,

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		<p>Political Science - Economics, George Mason University Years of experience: 12 Contact information: 703-297-1021; rema.zadah@uber.com</p> <p>Tamica Goldsmith, Government Implementation Lead Role: Tamica will lead implementation of meal delivery solutions for Region 10 and strategic members of Equalis Group. She will provide account set-up, administrative access, and lead training sessions. Tamical will also develop training guides for additional implementation staff at Uber to use with members of Equalis Group based on best practices in the government space. Background: Tamica leads all complex implementation plans for the Ube's public sector team and brings more than 7 years of experience in successfully rolling out software and technology products. She provides expertise in working with governments to facilitate innovative programs across a variety of state, local, and federal use cases. Education: BS Coursework, University of Maryland, Global Campus Years of experience: 8 Contact information: tamica@uber.com</p> <p>Ashley Jacober, Head of Government Partnerships Role: Ashley is responsible for the overall quality and oversight of Uber's public sector partnerships. She's built a framework for exceptional account management support and works strategically within Uber to deliver innovative solutions that meet the evolving needs of our public partnerships at the state, local, and federal levels. Background: With Uber for nearly 7 years, Ashley formerly served as Uber for Business' Head of Account Management in the US and Canada. She's spent the past dozen years in client success and account management. Prior to Uber, Ashley was Director of Account Management at an advertising agency and led account management at start-ups. Education: BS, Marketing, University of Nevada, Las Vegas; Executive Leadership and Strategy Certificate, Harvard Business School Online Contact information: 702-595-6337, ashleyj@uber.com Years of experience: 13</p>
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	In the last three years, Uber's had approximately \$75 million in public sector sales across our public sector team, Uber Transit, Uber Health, and the larger Uber for Business group.

Uber for Business

	<p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>Uber has four distinct teams that focus on increasing market share in the government space. These teams bring experience managing and actively selling Uber’s delivery and mobility solutions to all government types—ranging from school districts, counties, and cities to federal agencies and similar cooperative purchasing organizations.</p> <p>Each of these teams provide full-service sales and account management support for public sector clients:</p> <ul style="list-style-type: none">• Uber’s core public sector team: Providing overall program management for Region 10 and Equalis, this team currently manages a wide-range of use cases in the state, local, and federal space, including for similar cooperative purchasing agreements and other large or complex programs.• Uber Transit: Exclusively works with city, county, and state transit agencies as well as universities for a range of mobility solutions and partnerships.• Uber Health: Partners with +4,000 entities, including government health departments and state transportation brokers to provide mobility and delivery solutions when HIPAA compliance is required.• Uber for Business: Manages employee travel and employee meal programs, most often with small- to medium-sized municipalities and colleges. <p>Notably, our public sector team serves as subject matter experts and regularly interfaces with Uber’s broader go-to-market teams, as they service the public sector as well—effectively creating a massive go-to-market salesforce of +225 individuals.</p> <p>This broad approach complemented by niche focus areas allows Uber to use resources across marketing, proposal management, business development, sales (sales development representatives and account executives), implementation, support, engineering, and account management.</p> <p>Another key initiative of Uber's public sector team in 2024 is to strategically partner with cooperative purchasing groups to replicate our success within the federal government. Leveraging cooperative purchasing agreements and the ability to offer efficient procurement options across all sales teams is key to our growth plan. This will allow the Uber go-to-market team to proactively market and shape opportunities.</p>
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Uber for Business

Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	Uber is a global, publicly-traded company, and legal actions worldwide are far too extensive to list. However, any material actions against Uber would be reported in our financials (https://investor.uber.com/financials/default.aspx). Additionally, it should be noted that we have not been involved in any bankruptcy and have acquired a number of companies, which are highlighted in our 10-K.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	<p>Uber's provided five public sector references below. Please note that while these are transportation focused, they use the same Uber for Business Dashboard as proposed to Region 10 and leverage much of the underlying infrastructure as well as the same account teams.</p> <p>1. Ramsey County, MN 2023 – Present \$50,000 Reference: Connie Wilson, Office Manager II, 651-266-1845 Description: Uber is providing Ramsey County with vouchers for community events. Uber has also recently won a broader County-wide agreement expanding its scope.</p> <p>2. City of Long Beach, CA 2022-Present \$15,000 annual Reference: Ryan Van Andel, Fleet Finance Officer, 562-570-5405 Description: Uber provides augmentative transportation to the City's fleet.</p> <p>3. Prince George's County, MD 2021-Present \$25,000 annual Reference: Shawntea Smith, Manager, Innovation & Taxi, 301 883 5656 Description: Uber provides the County with transportation dispatching services for community members and employees for varying use cases - health and others.</p> <p>4. University of Arizona, Tucons, AZ 2022-Present \$15,000 annual Reference: Noelle M Carampatan Sallaz, Associate Director, 520 621 4627 Description: Uber provides the University with transportation programs for incoming international studies students.</p> <p>5. University of North Carolina, Chapell Hill, NC 2021-Present \$20,000 annual Reference: Christy Baldridge, Purchasing Manager, 919 962 8727 Description: Uber provides the University with employee, departments, and visitors with transportation services.</p>

Uber for Business

Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	Uber maintains applicable operating permits and business licenses where required. When requested by participating entities, Uber can provide evidence of licenses and certifications as needed. Due to our breadth of coverage in all US states and more than 9,200 cities, we have respectfully omitted business licenses in our response.
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors</i>	In partnership with Equalis Group, Uber for Business will leverage its dedicated government team and its nationwide sales teams to sell to customers directly. Because of our reach and brand recognition, we do not typically rely on re-sellers. As mentioned earlier in this response, more than 137 million consumers use the Uber platform.
	<i>comply with the pricing and terms of the contract.</i>	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Not applicable. Uber is a publicly held C Corporation.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Not applicable.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	<p>At an organizational level, Uber has a supplier diversity program. However, to the extent that we are aware, Uber for Business does not use subcontractors for its meal delivery or mobility solutions. For this reason, we will not be using subcontractors for this program.</p> <p>That said, Uber at large takes the following steps to create equitable representation in its larger community of suppliers:</p> <ul style="list-style-type: none">• Scout: Uber actively seeks diverse suppliers by networking with national and regional diverse-owned business development organizations and advocacy groups.

Uber for Business

		<ul style="list-style-type: none"> • Qualify: We determine relevant business criteria such as skills, geographical scope, and capacity. Each potential supplier is measured against these guidelines. • Validate: Our team confirms diversity status through third-party certification organizations such as the Coalition of Black Excellence, National LGBT Chamber of Commerce, National Minority Supplier Development Council, US Department of Veterans Affairs, US Black Chamber of Commerce and Women's Business Enterprise National Council. • Contact: If we see a fit and your application meets our standards, Uber may reach out to schedule a follow-up interview.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Not applicable. Uber for Business does not subcontract work and provides all scope of work elements in house. If at any time, the scope of work evolves to require subcontractors, Uber's government account team will follow standard good faith efforts to involve MWBE subcontractors.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	<p>As noted above, Uber for Business does not use subcontractors for its mobility or meal delivery solutions, which includes our proposed products for Region 10. Across Uber, Milan Staples, Diversity and Inclusion Manager, and Scott Kane, Manager of Strategic Sourcing, oversee our supplier diversity initiatives. Their efforts include scouting potential MWBE suppliers, such as collaborating with advocacy groups and attending events promoting potential MWBE partners.</p> <p>In addition, Uber for Business is currently working with our internal Merchant team and our Diversity, Equity, and Inclusion teams to report on the diversity status of restaurants ordered from on the Uber Eats platform. Should this reporting capability become available during the program and there is shared interest, we will endeavor to provide access to this feature for Region 10 and other participating entities.</p>
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Sebastian, Uber's Sr. Government Account Executive, will lead co-marketing efforts for Uber's public sector team with Equalis Group during the first 90 days of the award.</p> <p>As outlined in Equalis Group's agreement, key marketing initiatives will include</p>

Uber for Business

collaboration on the following:

- Co-branded press release
- Providing material for Equalis to host on its website and incorporating agreement information on Uber's own website
- Scheduling training sessions for Uber's internal salesforce
- Providing Uber's internal salesforce with sales material specific to this agreement, including sales presentations, one-pagers, and implementation guides
- Attending conferences as well as networking events on an ongoing basis

Integration with Uber's existing go-to-market plans

Upon award, the Uber public sector team will create rules of engagement and training materials for the broader Uber go-to-market team, allowing the contract to be leveraged across the entire country and within varying-sized organizations able to procure through Equalis. The public sector team will create books of business based on Equalis Group's entire member list and share those with the respective Account Executives (existing Uber partners that overlap with Equalis will remain with the current Account Executive).

Outbound email campaign

Upon book of business completion, Uber will create outbound email campaigns for our business development representatives (BDRs), who support Account Executives in targeting new prospects. Uber has 15 BDRs and also uses AI-enabled BDR tools for state and local accounts and may apply this tool in marketing this agreement. The verbiage will be specifically tailored to announce the contract and partnership with Equalis and entail a continuous drip campaign that offers multiple contact points with potential partners.

Hosting an industry day webinar

Uber will also host an industry day webinar (multiple if needed) to educate potential and existing partners on the Equalis contract and welcome Equalis to take part. This approach has worked well with our GSA contract and federal-wide webinars like this are part of our standard practice. Uber go-to-market teams also attend many conferences throughout the year, creating opportunities for networking, sales, and keynote speaking engagements.

Uber for Business

		<p>Uber's in-app marketing</p> <p>Uber also has the advantage of its brand and the significant size of its 142 million active consumer base. Uber has the ability to create customer ad campaigns within the Uber app and target certain areas where Equalis partners are to help spread the word about the partnership and contract award.</p> <p>Identifying existing meal needs in the public sector</p> <p>Another approach, that has worked well for Uber in the federal government, is using public sector business intelligence tools to review the historic buying trends of government entities. When identifying needs or opportunities, such as expiring contracts or upcoming request for proposals, we preemptively engage procurement teams and propose the use of our BPA with the GSA. For state and local agencies, we will mimic this sales play to give procurement teams, who are often busy and unsure how to procure Uber's products, a viable and streamlined purchasing option.</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Uber's public sector team will own the contract relationship with Region 10 and Equalis Group. As part of our program management duties, Uber's public sector team will create comprehensive internal training materials and rules of engagement for all potential partners under the agreement. These materials will span the full sales and account management lifecycle in the public sector, from first conversations with interested entities to supporting administrators and conducting quarterly business reviews with fully launched accounts.</p> <p>Sales trainings</p> <p>Uber's public sector team has previously held sales training for Uber for Business' larger sales and account teams on how to work with state, local, and federal accounts. We will renew these trainings with a focus on our agreement with Equalis Group, highlighting:</p> <ul style="list-style-type: none"> • How to promote the agreement to prospective public sector clients • How prospective clients can join the Equalis Group • Benefits of utilizing the agreement, including streamlined contracting • How to request support from Equalis Group on sales calls and to help address questions related to the agreement, procurement process, and contracting • Incentives/compensation for Uber's sales representatives • Terms and conditions

Uber for Business

		<p>Representatives from Equalis Group will be invited to this training, which will be in the form of multiple online sessions to ensure all can attend at least one mandatory training.</p> <p>Ongoing sales support As a follow-up to these trainings, each seller will be required to complete an online lesson and quiz in Uber’s online training tool, where scores are captured and a required passing grade will need to be met. This is also where we will store recordings of the training along with training decks and sales materials.</p> <p>Following this training, Uber’s public sector team will hold recurring office hours for sellers to join and ask questions. Office hours will begin weekly and may decrease to bi-monthly as needed. This approach allows Uber to leverage its full sales and account management teams across regions and their respective focus areas while leveraging its dedicated public sector sales team to help navigate the complexities of partnering with government entities</p>
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Yes, Uber agrees to provide Region 10 ESC and Equalis Group logos, but we request the right to review collateral prior to its publication.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Uber’s account management team provides ample capacity to report on sales through this agreement. This effort will be led by Rema Zadah, our Sr. Government Account Manager. Rema successfully manages Uber’s blanket purchase agreement with the GSA and will incorporate Equalis Group’s reporting needs into her existing processes. She receives support from Uber’s sales operations staff, which includes a team of eight analysts who specialize in analyzing and reporting on sales data.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	<p>The same key personnel proposed to Region 10 manage two similar agreements on behalf of Uber for Business, including:</p> <ul style="list-style-type: none"> • A regional rideshare agreement with the Illinois Public Higher Education Cooperative that is worth up to \$9 million. • A nationwide blanket purchase agreement with the United States General Services Administration for rideshare services with a not-to-exceed value of \$810 million.

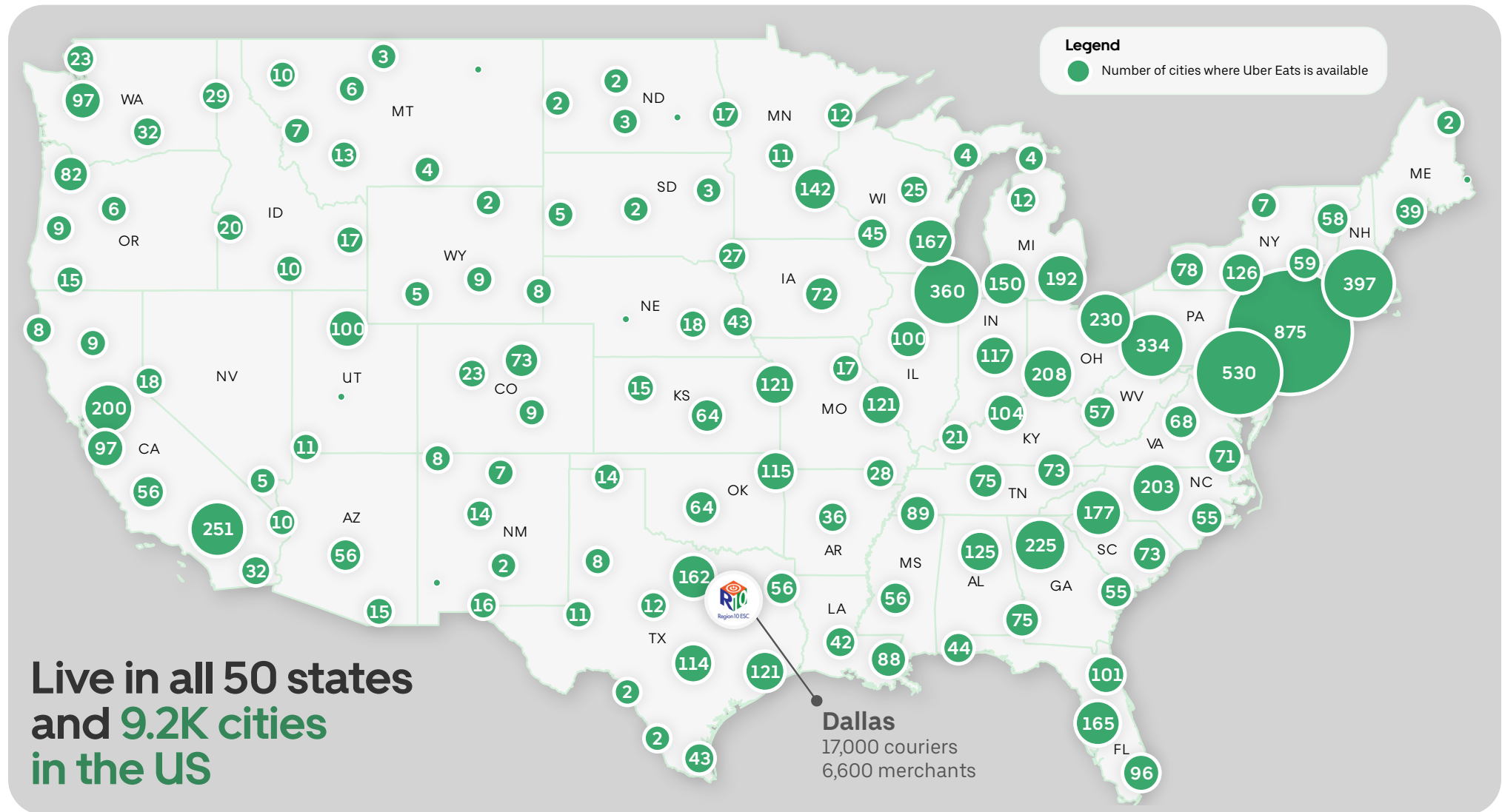
Uber for Business

		<p>Additionally, Uber for Business manages many nationwide and global master agreements with our business-to-business partners, including more than 60% of the Fortune 500. Spread across regions and the world, these accounts are complex in nature and often necessitate collaboration with a wide-range of stakeholders.</p>
Commitment to supporting agencies to utilize the contract	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>While Uber has many mobility agreements in the public sector, this would be our first significant meal delivery contract, and our only meal delivery cooperative purchasing group agreement. Therefore, this contract will not be competing with existing agreements and will help solve a major pain point for Uber and government partners alike in procuring innovative delivery solutions that are relatively new to the meal solution market.</p> <p>For these reasons, we will implement this as Uber's go-to salesplay for meal solutions in the government space. In addition, as previously described, Uber's public sector team will lead mandatory trainings for our salesforce and develop sales resources to be used for sales pitches.</p>
Other factors relevant to this section as submitted by the Respondent	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Up to 225 members of Uber for Business' sales, management, and account support roles may work on this agreement. These teams work cross-functionally with Uber's broader base of 29,000 employees.</p>

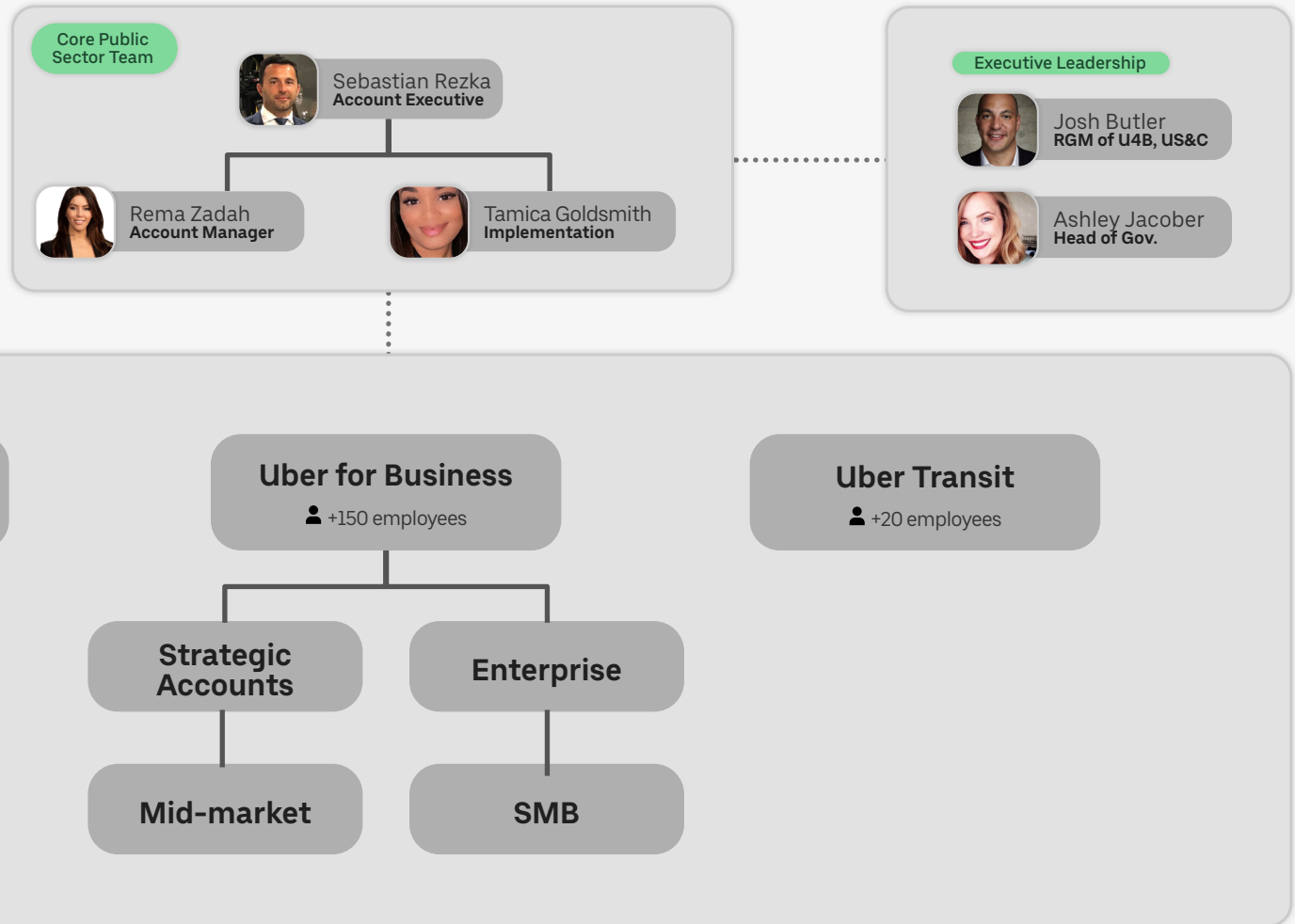
Geographical Presence

Uber Eats maintains a strong and growing presence in all 50 US states, the District of Columbia, and 9,200 cities nationwide. While our network is best used in populous areas, we've recently expanded our footprint to support growing consumer-facing operations and strategic partnerships.

Approximately 17K couriers and 6.6K merchants using our platform in Dallas alone.



Uber for Business Organizational Chart for Region 10 ESC and Equalis Group Catering Services



Customizing a meal ordering program

Meal Program

Customize your program

Choose your program configuration. You can always change this later.

Program name Add description

Example: Late Night Meals

The program name will be visible in the Uber app

Rules

Expense codes	Expense code required	>
Spending allowance	Full coverage	>
Delivery locations	Any location	>
Pickup locations	Any location	>
Time	Weekdays	>
Item restrictions	Restrict certain items	>

Customize meal programs

Delivery locations

Do you want to restrict where meals can be delivered when they're charged to this account?

Any location
People can travel from and to anywhere ☐

Limited locations
Set limits on the locations to travel from ☒

Permitted Locations Add location

	School District 1 2702 Love Field Drive 0.25 mi radius	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	School District 2 2170 Research Row 1 mi radius	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Restrict delivery locations to enforce compliance

Item restrictions

Which items should be restricted in this program? (Participants in this program won't be able to order certain items.)

No restrictions ☐

Restrict certain items ☒

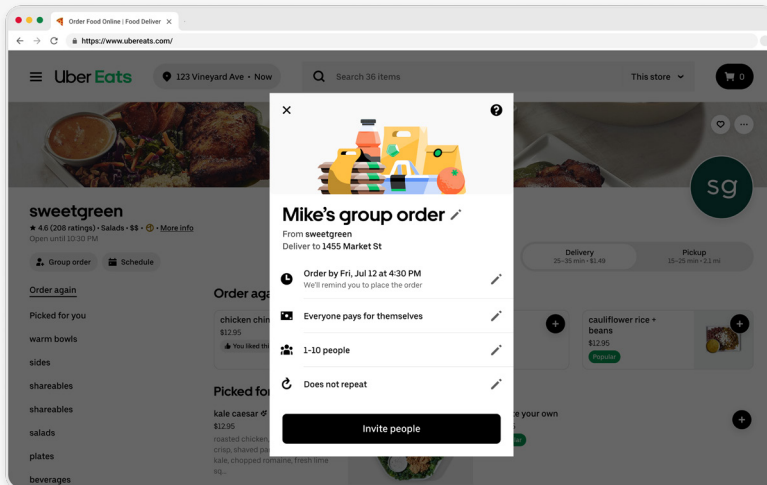
Select which items are restricted (Copy needed)

- ☒ Alcohol
- ☒ Tobacco
- ☒ Items that are not food or drink

Cancel Save changes

Set item restrictions for your program

Group ordering experience



1. Choose a restaurant and start a group order

Choose who pays

Pay for the whole order or let each person pay for themselves.

☒ **You pay for everyone**

☐ **Everyone pays for themselves**
Up to 18 people

Save

2. Split the bill or pay for everyone

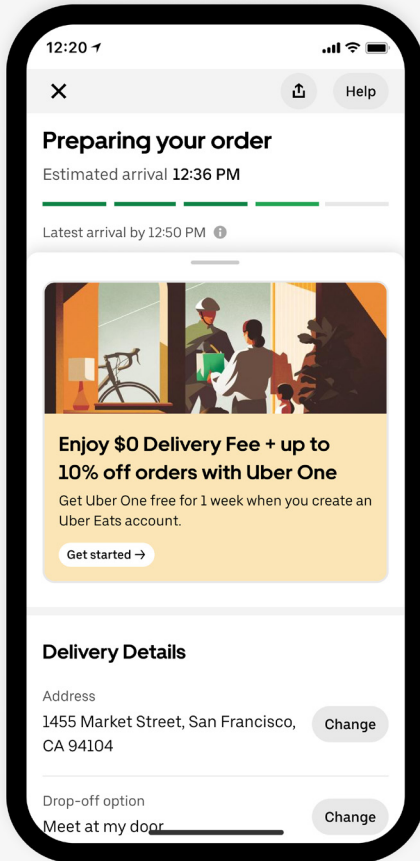
Share link to add people

<https://ubereats.com/orders/9bd9137b-3241> Copy

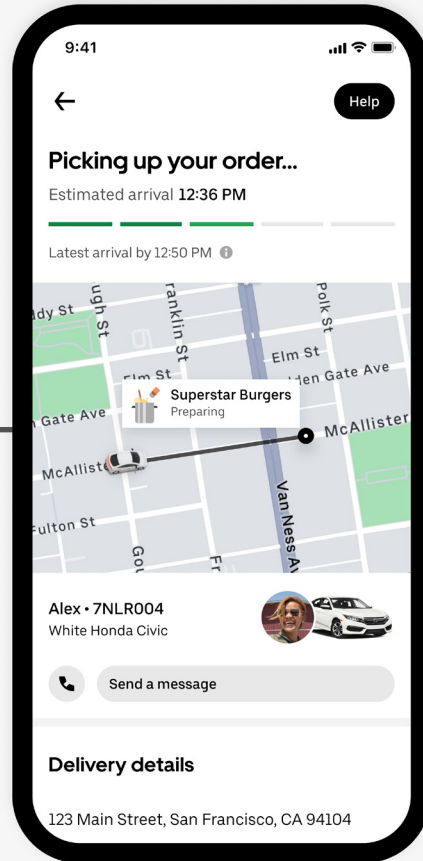
View menu

3. Share an order link with colleagues

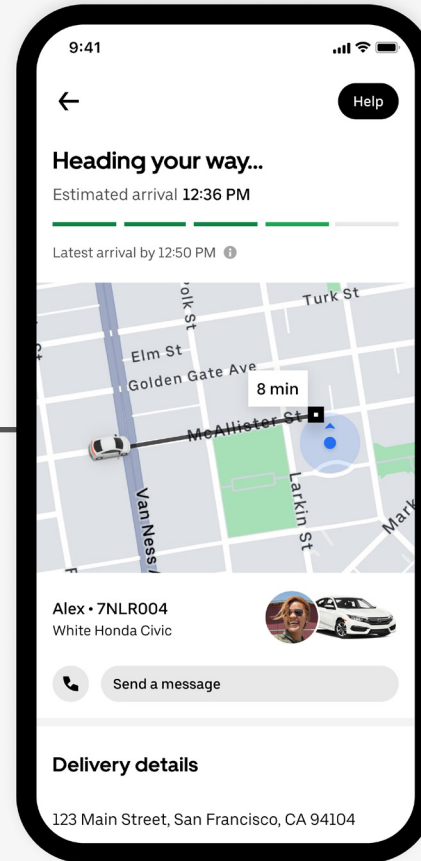
Order tracking experience



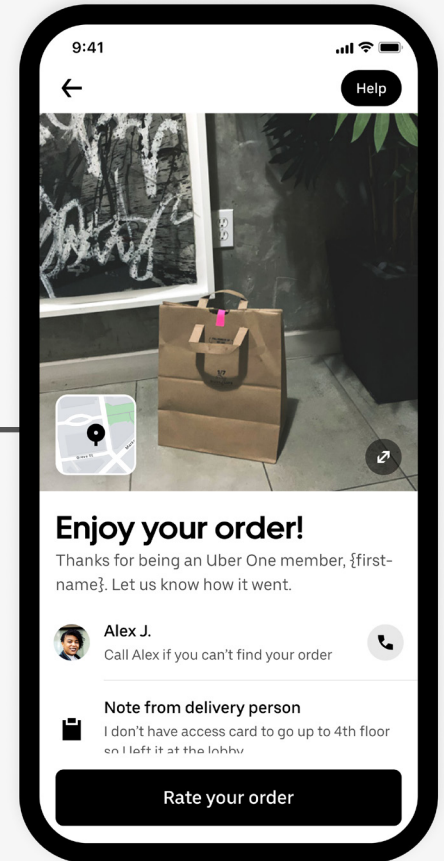
Confirmation of order



Courier is picking up order



Order is on its way



Order confirmation

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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

Vendor Note:

Uber Technologies, Inc. is registered to do business in all US states and operates across thousands of cities. For this reason, we can not reasonably provide all licenses, registrations, or certifications issued by federal, state, and local agencies. If requested, we can provide applicable registrations where needed for award of this agreement.

Uber is also not a M/WBE, HUB, DVBE, small and disadvantaged business.

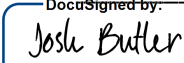
PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Uber Technologies, Inc.

Title of Authorized Representative: Senior Director

Mailing Address: 1515 3rd Street, San Francisco, CA 94158

Signature: 
AZ7801C7ABAC4A8...

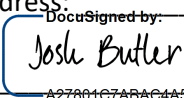
PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Uber Technologies, Inc.

Title of Authorized Representative: Senior Director

Mailing Address: 1515 3rd Street, San Francisco, CA 94158

Signature: A27801C7ABAC4A5...

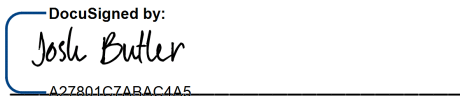
PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

DocuSigned by:

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Signature of Respondent

November 9, 2023

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**Contractor's Employment Eligibility**

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

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

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

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

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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

DocuSigned by:

 A27801C7ABAC4A5

Signature of Respondent

November 9, 2023

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

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

VENDOR Uber Technologies, Inc.

ADDRESS 1515 3rd Street, San Francisco, CA 94158

PHONE 630-204-4195

FAX _____

RESPONDANT

Josh Butler

A27801C7ABAC4A5...

Signature

Josh Butler

Printed Name

Senior Director

Position with Company

AUTHORIZING OFFICIAL

DocuSigned by:

Josh Butler

A27801C7ABAC4A5...

Signature

Josh Butler

Printed Name

Senior Director

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**BOYCOTT CERTIFICATION**

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

^{DS}
JB

Does vendor agree? _____
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

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

^{DS}
JB

Does vendor agree? _____
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

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

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

Uber Technologies, Inc.	1515 3rd Street San Francisco, CA 94158	Compan
y Name	Address	
		City
	State	Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? PS JB

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____

^{DS}
JB

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

Does vendor agree? _____

^{DS}
JB

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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



Does vendor agree? _____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

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



Does vendor agree? _____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

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


Vendor agrees to comply with the  above requirements when applicable.

Does vendor agree? _____

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

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

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


Does vendor agree? _____

(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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

Does vendor agree?  _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree?  _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

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

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? _____

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

Does vendor agree? _____

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

DS
JB

Does vendor agree? _____

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

DS
JB

Does vendor agree? _____

(Initials of Authorized Representative)

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

Uber Technologies, Inc.

Company Name

Josh Butler

A27801C7ABAC4A5...

Signature of Authorized Company Official

Josh Butler

Printed Name

Senior Director

Title

November 9, 2023

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

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

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

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

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

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

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

Does Respondent agree? DS
JB

(Initials of Authorized Representative)

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

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

Does Respondent agree? DS
JB

(Initials of Authorized Representative)

2. Changes

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

Does Respondent agree? DS

(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

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

Does Respondent agree? DS

(Initials of Authorized Representative)

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

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

Does Respondent agree? DS

(Initials of Authorized Representative)

5. No Obligation by Federal Government

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

Does Respondent agree? DS

(Initials of Authorized Representative)

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

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

Does Respondent agree? DS

(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

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

Does Respondent agree? DS

(Initials of Authorized Representative)

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

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

Does Respondent agree?

(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.


AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

<div><div>DocuSigned by:</div><div></div><div>A27804G7ABAC4A5...</div></div>	November 9, 2023
Signature of Respondent	Date

Vendor note:

Please refer to exceptions attached. Uber is publicly traded company. Please find any necessary information regarding stockholder disclosure in its public SEC filings such as its 10-k.

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

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

OR:

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

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name

Address

Interest

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Authorized Signature and Title

Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: Uber Technologies, Inc.

Street: 1515 3rd Street

City, State, Zip Code: San Francisco, CA 94158

State of New Jersey

County of _____

I, Josh Butler of the _____
Name City

in the County of _____, State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am the RGM USIC of the firm of UBER
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

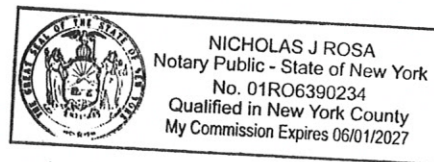
Uber Technologies, Inc.
Company Name

[Signature] RGM USIC
Authorized Signature & Title

Subscribed and sworn before me

this 9 day of NOVEMBER, 20 23

[Signature]
Notary Public of New Jersey NEW YORK
My commission expires JUNE 1, 20 27



SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**Company Name:** Uber Technologies, Inc.**Street:** 1515 3rd Street**City, State, Zip Code:** San Francisco, CA 94158**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report See attached
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

DocuSigned by:

Joslu Butler

A27801C7ABAC4A5...

November 9, 2023

Authorized Signature and Title**Date****P.L. 1995, c. 127 (N.J.A.C. 17:27)****MANDATORY AFFIRMATIVE ACTION LANGUAGE****PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Signature of Procurement Agent

EQUAL EMPLOYMENT OPPORTUNITY
2021 EMPLOYER INFORMATION REPORT EEO-1
CONSOLIDATED REPORT

SECTION B - COMPANY IDENTIFICATION

1. Uber Technologies Inc.
1655 3rd Street
San Francisco, CA 94158

2.a. Uber Technologies Inc.
1655 3rd Street
San Francisco, CA 94158

c. EIN= 452647441

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- Y 3- Y DUNS=

SECTION E - ESTABLISHMENT INFORMATION
NAICS: 518210 - Data Processing, Hosting, and
Related Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			***** MALE *****						***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN NDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	1	1	15	1	0	8	0	0	9	0	0	2	0	0	37
FIRST/MID OFFICIALS & MGRS	81	65	631	32	5	450	7	18	415	45	1	246	3	9	2008
PROFESSIONALS	417	340	1605	260	10	1769	9	50	868	303	7	950	6	46	6640
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	88	115	103	69	1	18	5	15	133	126	4	21	5	13	716
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	587	521	2354	362	16	2245	21	83	1425	474	12	1219	14	68	9401
PREVIOUS REPORT TOTAL	478	382	2728	266	17	2179	19	77	1290	335	9	1072	21	41	8914

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021
SECTION G - CERTIFICATION

CERTIFIED DATE [EST]: 4/30/2022 2:21 PM

Vendor note:

To completed as needed prior to award. Uber's 2022 political contributions are attached.

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature

Printed Name

Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.



2022 political contributions

Uber does not have a federal PAC. Uber makes corporate contributions at the state and local levels where permissible by law. Below are the corporate contributions made in 2022.

Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Avelino Valencia for Assembly 2022	Avelino Valencia	CA	H1 2022	\$4,900
Blanca Pacheco for Assembly 2022	Blanca Pacheco	CA	H1 2022	\$4,900
Chris Holden for Assembly 2022	Chris Holden	CA	H1 2022	\$4,900
Committee for a Greater Miami	n/a	FL	H1 2022	\$10,000
Democratic Legislative Campaign Committee	n/a	n/a	H1 2022	\$35,000
Flexibility and Benefits for Massachusetts Drivers	Flexibility and Benefits for Massachusetts Drivers ballot measure	MA	H1 2022	\$5,577,536 ¹
Glenn Youngkin Inaugural Committee	n/a	VA	H1 2022	\$15,000 ²
Heath Flora for Assembly 2022	Heath Flora	CA	H1 2022	\$2,400
James Gallagher for Assembly 2022	James Gallagher	CA	H1 2022	\$2,900
Joe Patterson for Assembly 2022	Joe Patterson	CA	H1 2022	\$2,500
John Laird for Senate 2024	John Laird	CA	H1 2022	\$2,000
Laurie Davies for State Assembly 2022	Laurie Davies	CA	H1 2022	\$4,900
Phillip Chen for Assembly 2022	Phillip Chen	CA	H1 2022	\$2,900
Republican State Leadership Committee	n/a	n/a	H1 2022	\$40,000
Roger Niello for Senate 2022	Roger Niello	CA	H1 2022	\$2,000
Shawn Kumagai for Assembly 2022	Shawn Kumagai	CA	H1 2022	\$4,900
Steve Padilla for State Senate 2022	Steve Padilla	CA	H1 2022	\$2,500

¹Total value of monetary and in-kind contributions.

²Uber contributed ride codes to the committee. This represents the total value of codes that could have been redeemed.





Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Suzette Martinez Valladares for Assembly 2022	Suzette Martinez Valladares	CA	H1 2022	\$4,900
Washington Coalition for Independent Work Committee	n/a	WA	H1 2022	\$229,512
Yes on A, Committee for Safer Streets and Reliable, Accessible Transportation	Proposition A (San Francisco)	CA	H1 2022	\$50,000
1910 PAC	n/a	WA	H2 2022	\$9,000
Advancing Florida Agriculture	n/a	FL	H2 2022	\$5,000
Advocate for Florida Families, Inc.	n/a	FL	H2 2022	\$2,500
Angelique Ashby for Senate 2022	Angelique Ashby	CA	H2 2022	\$2,500
Building On Your Dreams Political Committee	n/a	FL	H2 2022	\$2,500
Carlos Villapudua for Assembly 2022	Carlos Villapudua	CA	H2 2022	\$2,000
Christy Holstege for Assembly 2022	Christy Holstege	CA	H2 2022	\$4,900
Conservatives for a Better Florida	n/a	FL	H2 2022	\$5,000
Cottie Petrie-Norris for Assembly 2022	Cottie Petrie-Norris	CA	H2 2022	\$2,000
David Alvarez for Assembly 2022 Special Election	David Alvarez	CA	H2 2022	\$4,900
Eduardo Garcia for Assembly 2022	Eduardo Garcia	CA	H2 2022	\$4,000
Enough is Enough	Question D (Portland)	ME	H2 2022	\$50,000 ³
Evan Low for Assembly 2022	Evan Low	CA	H2 2022	\$4,900
Florida Democratic Legislative Campaign Committee	n/a	FL	H2 2022	\$5,000
Florida House Republican Campaign Committee	n/a	FL	H2 2022	\$20,000
Florida Republican Senatorial Campaign Committee	n/a	FL	H2 2022	\$10,000
Friends of Jon Burns	Jon Burns	GA	H2 2022	\$2,000

³See discussion of Portland ballot question committee on page 15.





Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Georgia House Republican Trust	n/a	GA	H2 2022	\$20,000
Georgia Republican Senatorial Committee, Inc.	n/a	GA	H2 2022	\$10,000
Gregg Hart for Assembly 2022	Gregg Hart	CA	H2 2022	\$2,000
Honest Leadership	n/a	FL	H2 2022	\$2,500
Josh Lowenthal for Assembly 2022	Josh Lowenthal	CA	H2 2022	\$2,000
Matt Haney for Assembly 2022	Matt Haney	CA	H2 2022	\$4,900
Mexican American Legislative Caucus	n/a	TX	H2 2022	\$10,000
Newsom for California Governor 2022	Gavin Newsom	CA	H2 2022	\$32,400
Ralston for Representative Committee, Inc.	David Ralston	GA	H2 2022	\$2,000
Restaurant Industry United	Question D (Portland)	ME	H2 2022	\$200,000 ³
Roger Niello for Senate 2022	Roger Niello	CA	H2 2022	\$2,900
San Diego Chamber PAC	n/a	CA	H2 2022	\$155
Save John F Kennedy Promenade, Yes on J, No on I	Yes on J, No on I (San Francisco)	CA	H2 2022	\$50,000
Serve Florida	n/a	FL	H2 2022	\$2,500
SF Forward PAC	n/a	CA	H2 2022	\$500
Stephanie Nguyen for Assembly 2022	Stephanie Nguyen	CA	H2 2022	\$2,000
Vote Liz Berry	Liz Berry	WA	H2 2022	\$1,000
Washington Coalition for Independent Work Committee	n/a	WA	H2 2022	\$24,733
Weber for CA Assembly 2022	Akilah Weber	CA	H2 2022	\$2,000

³See discussion of Portland ballot question committee on page 15.



Please refer to exceptions attached. Uber is publicly traded company. Please find any necessary information regarding stockholder disclosure in its public SEC filings such as its 10-k.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☐ Limited Liability

☐ Subchapter S

Corporation

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)



Exceptions to Region 10 ESC RFP# R10-1162 for Catering Services

Thank you for the opportunity to participate in Region 10 ESC RFP# R10-1162 for Catering Services ("RFP"). Uber has reviewed this RFP, and has identified certain areas of exceptions to the Vendor Contract and General Terms and Conditions in Section 3 and Proposal Forms that may require further discussion and clarity between the parties. We offer this letter to provide clarification on Uber's product offering and positions in regards to certain standard procurement terms and conditions stated in this RFP that may not fit the scope of Uber's product offering.

1. Article 1.4, Customer Support

Uber does provide various forms of customer support. Depending on the type and form of the request, Uber can respond within one (1) working day upon receipt of the request. Parties to also clarify what would constitute a "working day." Please refer to the "Customer service/problem resolution" section in Proposal Form 2: Questionnaire & Evaluation Criteria of Uber's response.

2. Article 4.1, Vendor contract documents

In accordance with this provision, please note that Uber for Business products are subject to its own specific terms of use, available at <https://www.uber.com/legal/en>, which shall be incorporated into the agreement, as applicable. Parties may clarify and tailor the terms to the finalized agreement, as needed.

3. Article 7, Delivery Provisions

Based on the nature of the Uber product offering being access to its technology dashboard, none of standard procurement delivery provisions apply. Parties may clarify and revise provision, as needed.

4. Article 9, Pricing

Generally, Uber offers a variable pricing structure, which consists of multiple factors and fees shown in Section 1, Part B which includes a description and examples of pricing. Fees in Section 1, Part B may be adjusted periodically. While we will endeavor to provide reasonable notice of changes, we reserve the right to modify our fees and update the attached pricing sheet accordingly. Furthermore, Uber reserves the right to discuss the administrative fees to be paid to the Equalis Group, if awarded the contract.

5. Article 10.1, Audit Rights

Uber can agree to audits by an applicable regulatory entity, however audits should be limited in scope and time to applicability and minimal disruption to business operations. Parties to discuss appropriate parameters further.



6. Article 11, Proposed Product Line Requirements

Based on the nature of the Uber product offering being access to its technology dashboard, none of the provisions in this article apply as is. Parties may clarify and revise provision, as needed.

7. Article 12, Site Requirements

Based on the nature of the Uber product offering being access to its technology dashboard, none of the provisions in this article apply as is. Parties may clarify and revise provision, as needed.

8. Article 13.3, Indemnity

Uber's indemnification obligations should be specific to issues pertaining to and arising out of use of the product. The indemnification provision currently as provided is overbroad. Parties to discuss further tailoring indemnification specific to the Uber product under the resulting agreement. In regards to governing law and venue, if applicable law may require governing law and venue to be in a particular jurisdiction due to the contracting agency being a governmental entity, Uber can agree. Otherwise, Uber generally will defer to a more neutral jurisdiction such as Delaware. Parties to discuss further, as needed.

9. Article 13.4, Marketing

Marketing and use of a party's logo should have prior approval and written consent from each respective party, which will not be unreasonably withheld.

10. Article 13.6, Insurance

In accordance with Uber's product offerings, Uber maintains Commercial General Liability insurance and Commercial Auto Liability insurance with limits of at least \$1,000,000.00 per occurrence. Construction insurance should not be applicable under this agreement, and there should be no involvement or need for temporary structures, scaffolding, temporary office trailers, materials, and equipment. Furthermore, there should not be subcontractors under this agreement. The corresponding Certificate of Insurance that reflects the finalized contractual provision will be provided, if awarded contract and upon request.

11. Attachment A - Equalis Group Administrative Agreement

As reflected in response to Proposal Form 21, Uber reserves the right to negotiate directly with Equalis Group on terms and conditions outlined in the model Administrative Agreement.

12. Proposal Form 7 re: Fingerprint & Criminal Checks

Uber generally adheres to and complies with applicable local, state, and federal requirements and has contracted with local, state, and federal agencies, accordingly. Uber's screening process ensures that drivers on its platform go through a criminal history background check as well as a Motor Vehicle Record



background check with its process generally exceeding legal requirements, however Uber does not use fingerprint checks for various reasons. Parties should further discuss applicability of the requirement since it's unclear what constitutes services and the potential duration that would trigger the

requirement. If this section regarding fingerprint checks is applicable, Uber may seek an exception as authorized in the Governing Board policy.

13. Proposal Form 17: Affirmative Action Affidavit

Please note that Uber is an equal opportunity/affirmative action employer. More information may be found on its EEO-1 report.

14. Proposal Forms 15: Ownership Disclosure Form; and 19: Stockholder Disclosure Certification

Since Uber is a publicly traded company, please find any necessary information regarding stockholder disclosure in its public SEC filings such as its 10-k.

15. Proposal Form 22: Open Records Policy Acknowledgement and Acceptance

Uber acknowledges that there may be applicable Public Information Acts in responding to this RFP. In the event that there is a request for Uber information that may constitute confidential and proprietary information, Uber should receive prompt written notice of such request before disclosing any potential confidential and proprietary information and should have an opportunity to assert any available defense or be exempt from such disclosure.

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

November 9, 2023

Date

DocuSigned by:

 Senior Director
 A27801C7ABAC4A5...
 Authorized Signature & Title



PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

The items below in this Proposal are marked 'Confidential' for protection from release to the public under the Texas Government Code Chapter 552 Public Information, Subchapter B. Right of Access to Public Information, Section 110 that exempts release of trade secrets or "commercial or financial information...that disclosure would cause substantial competitive harm" and Section 552.1101(a)(1) which exempts information that reveals an individual approach to discounts, pricing methodology, cost data or other pricing information that will be used in future solicitation and bid documents and disclosure would give an advantage to a competitor.

Confidential information	Pages/lines	Explanation
All pricing information included in the file:1-Attachment_B_-_Price_List_Uber.xlsx	Rows: 5-30	Trade secret and financial and confidential commercial information
Proposal Form 2: Narrative and fee structure of the Uber Eats pricing methodology for Region 10 and the Equalis Group	Pages 2-3	Trade secret and financial and confidential commercial information
Proposal Form 2: Detailed description of the Uber for Business Dashboard	Pages 4-7	Trade secret
Proposal Form 2: Number of couriers and merchants on the Uber platform in the Dallas Region	Page 8	Confidential commercial information
Proposal Form 2: Uber for Business support features	Pages 12	Trade secret
Proposal Form 2: Reporting features available on the Uber for Business Dashboard	Pages 14	Trade secret
Proposal Form 2: Uber for Business team structure, qualifications, public sector revenue, and partnerships	Page 15-19	Confidential commercial information
Proposal Form 2: Map of merchants on the Uber Eats platform and the number of couriers	Page A-1	Confidential commercial information

and merchants on the Uber platform in the Dallas Region		
Proposal Form 2: Uber for Business team structure	Page A-2	Confidential commercial information
Proposal Form 2: Images and overview of Uber for Business Dashboard	Page A-3	Confidential commercial information

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Uber Technologies, Inc.

Address 1515 3rd Street

City/State/Zip San Francisco, CA 94158

Telephone No. 630-204-4195

Fax No. _____

Email address sebastian.reszka@uber.com

Printed name Josh Butler

Position with company Senior Director

Authorized signature *Josh Butler*

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Term of contract January 1, 2024 to December 31, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____