

Your LOGO	Your Company REQUEST FOR PROPOSAL (RFP)
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RFP Number: <u>(insert RFP number)</u>	RFP Title: <u>(insert RFP title)</u>
RFP Response Due Date and Time: <u>(insert RFP due date)</u> <u>(insert time), Local Time</u>	Number of Pages: <u>(insert number of pages)</u>

ISSUING COMPANY INFORMATION	
Purchasing Officer: <u>(insert purchasing officer name)</u>	Issue Date: <u>(insert issue date)</u>
<u>(insert agency name and address)</u>	Phone: <u>(insert phone number)</u> Fax: <u>(insert fax number)</u> Website: http://www.yourcompany.com/

INSTRUCTIONS TO OFFERORS	
Return Sealed Proposal to: <u>(insert your company name and address,</u> <u>attention: purchasing officer name)</u>	Mark Face of Envelope/Package: RFP Number: <u>(insert RFP number)</u> RFP Response Due Date: <u>(insert RFP due date)</u>
	Special Instructions: <u>(insert special instructions and/or date of pre-</u> <u>proposal conference, if applicable)</u>

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory:
	(Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

Instructions for Using this RFP Template

- Insert appropriate information when requested in areas that appear in red. (As you insert information, change font color from red to automatic, unbold, and delete underlining, if appropriate.) Most of the text in this RFP Template, excluding titles and section headings, is in Arial 11 point font.
- Decide which optional paragraphs are needed and delete those not needed. **DO NOT USE THE AUTONUMBERING OR TABLE OF CONTENTS GENERATION FEATURES.** Change paragraph numbering and page numbers throughout the document, including the Table of Contents, as necessary to accommodate material that has been added or deleted.
- Delete this text box and page when the RFP is ready to issue by clicking on the text box boundary, pressing delete, and deleting the section break on this page.

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the Company or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Company. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination.

Signed Cover Sheet

Signed Addenda (if appropriate)

Optional if Section 1.5.3 is included: Address all mandatory requirements (per Section 1.5.3)

Point-by-Point response to all sections and subsections (per Section 1.6.1)

Response to Appendices A and B (per Section 1.6.1)

Complete answers to all requirements of Sections 3, 4, and 5

Correctly executed Company "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)

Note to Agencies: Add other items as appropriate.

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	<u>(insert date)</u>
Pre-Proposal Conference (Optional)	<u>(insert date)</u>
Deadline for Receipt of Written Questions	<u>(insert date)</u>
Deadline for Posting Written Responses to the Company's Website ...	<u>(insert date)</u>
RFP Response Due Date	<u>(insert date)</u>
Notification of Offeror Interviews/Product Demonstrations (Optional) ..	<u>(insert date)</u>
Offeror Interviews/Product Demonstrations (Optional)	<u>(insert date)</u>
Intended Date for Contract Award (Optional)	<u>(insert date)</u>

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The COMPANY (hereinafter referred to as “the Company”) is seeking a contractor to provide **(insert project name and two or three sentences describing the project)**. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of **(insert number)** years beginning **(insert date)** and ending **(insert date)**. Renewals of the contract, by mutual agreement of both parties, may be made at **(insert number)**-year intervals, or any interval that is advantageous to the Company. This contract, including any renewals, may not exceed a total of **(insert number)** years, at the option of the Company.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the purchasing officer, **offerors are not allowed to communicate with any Company staff or officials regarding this procurement, except at the direction of (insert name of point of contact)**, the purchasing officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Purchasing Officer: **(insert name)**
Address: **(insert address)**
Telephone Number: **(insert number)**
Fax Number: **(insert number)**
E-mail Address: **(insert address)**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the purchasing officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The Company will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the purchasing officer referenced above on or before **(insert date for receipt of written/e-mailed questions)**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 Company's Response. The Company will provide an official written response by **(insert date for posting of written answers to the Company's website)** to all questions received by **(insert date for receipt of written/e-mailed questions)**. The Company's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the Company. Any formal written addendum will be posted on the Company's website alongside the posting of the RFP at

<http://www.yourcompany.com/RFP> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

Section 1.4 is optional.

1.4 PRE-PROPOSAL CONFERENCE

(An optional/A mandatory) Pre-Proposal Conference will be conducted at **(insert address)** on **(insert date)** at **(insert time)**. Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Company of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the Company.

OR

An optional Pre-Proposal Telephone Conference Call will be conducted on **(insert date)** at **(insert time)** at **(insert address)**. Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Company of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the Company. Participation in the conference call is optional. However, it is advisable that all interested parties participate. If calling from the YOUR ARES area, call **(insert number)**. If calling from outside YOUR AREA area, call **(insert number)**. The password for conferencing from either number is **(insert password)**.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects the Company's strong preferences regarding terms and conditions. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the purchasing officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The Company reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The Company will make any final determination of changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The Company's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the Company and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the Company, will govern in the same order of precedence as listed in the contract.

Section 1.5.3 is optional. All mandatory requirements must be clearly identified, listed here, and in "Instructions to Offerors" on page 3. A mandatory requirement is a particular condition or item that **must** be present for the proposal to be responsive. It is not an evaluation criterion.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements as listed in Sections **(insert the reference section numbers, e.g., 1.6.4, if used, Section 3, etc.)**. The Company will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed nonresponsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The Company reserves the right to approve all subcontractors. The Contractor shall be responsible to the Company for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the Company.

1.5.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the Company from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

Use these paragraphs if you are issuing an RFP that requires a "longer," more detailed response from the offeror.

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. ***A point-by-point response to all numbered sections, subsections, and appendices is required.*** If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or utilize a blanket response for the entire section, with the following statement:

"(Offeror's Name)" understands and will comply.

An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

Use this paragraph, along with Appendix C, RFP Response Form, if you are issuing an RFP that requires a "shorter," less detailed response from the offeror.

1.6.1 Organization of Proposal. Offerors must submit a signed copy of the RFP cover sheet and the form attached as Appendix C to respond to this RFP.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The Company may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

Section 1.6.4 is optional. A sample price sheet is can be found in the RFP Manual located at the following website address: <http://www.yourcompany.com/rfpprocess>.

1.6.4 Price Sheets. Offerors *must* respond to this RFP by utilizing the RFP Price Sheets found in Section **(insert number)**. These price sheets serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

Note to agencies: If you need electronic copies of the proposal responses, you must insert that request here. Specify the format and medium you want.

1.6.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and (insert number) copies** to the **(insert agency name)**. The Company reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP **(insert RFP number)**. ***Proposals must be received by Company's purchasing officer prior to (insert time), local time, (insert date). Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the purchasing officer.***

1.6.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery to Company's purchasing officer by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 Company Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the Company are entirely the responsibility of the offeror. The Company is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become Company Property. All materials submitted in response to this RFP become the property of the Company and shall be appended to any formal documentation that would further define or expand any contractual relationship between the Company and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued by duly authorized representatives of the Company. The RFP process is a procurement option allowing the award to be based on Company's evaluation criteria and the relative importance of each criterion as determined by Company. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The Company encourages free and open competition among offerors. Whenever possible, the Company will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Company's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND CONFIDENTIALITY

2.2.1 Public Information. All information provided in this RFP and received in response to this RFP shall be considered confidential and shall not be made available by Company or RFP recipients to any third party or for public announcement or viewing in any context

2.2.2 Purchasing officer Review of Proposals. Upon opening the proposals received in response to this RFP, the purchasing officer in charge of the solicitation will review the proposals and distribute them to Company's evaluation committee.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The purchasing officer will determine whether an offeror has met the standards of responsibility in accordance with this RFP. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility.

2.3.3 Evaluation of Proposals. Company's evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror, or if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on Company's evaluation criteria. In scoring against Company's criteria, the Company may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of price variations, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the Company.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by Company. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

Section 2.3.5 is optional. The percent specified for a passing score must correspond to the Scoring Guide percentage for a passing score in Section 6.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve ___% of the total available points for Sections _____ (or a total of ___ points) will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the purchasing officer.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the Company may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to **(insert city)**, YOUR STATE, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense and shall not be reimbursable by Company.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to the Company under the RFP process, which permits the Company to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The Company reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the purchasing officer that contains the scores, justification, and rationale for the decision. The purchasing officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the Company.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluation committee's recommendation, the purchasing officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The purchasing officer will notify all other offerors of the Company's selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the Company may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed (i.e., when the contract is signed by all parties).

2.4 COMPANY'S RIGHTS RESERVED

While the Company has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Company to award and execute a contract. Upon a determination that such actions would be in its best interest, the Company, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;

- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Not award if it is in the best interest of the Company not to proceed with contract execution; or
- If awarded, terminate any contract if the Company determines adequate Company funds are not available.

SECTION 3: SCOPE OF PROJECT

For Section 3, YOUR COMPANY provides a detailed explanation of the supplies or services sought. Following is a list of suggestions/questions that may help you write a comprehensive Scope of Project.

Scope of Project/Scope of Work/Companymnt of Work are different terms that basically mean the same thing. Choose the term that best fits the needs of your project.

1. Explain your reason/need for the service or item or give an overview of the project.
2. Explain all items in as much detail as possible.
3. What work is to be performed?
 - a) Volumes, dimensions, sizes, number, etc.
 - b) Type of work (repairs, construction, sampling, electrical, engineering).
4. What is the contractor going to provide?
 - a) Manpower, equipment, tools, consumables, supplies, materials, fuel, etc.
5. What is YOUR COMPANY going to provide?
6. What are the project timeline and/or deadline for deliverables? Is there more than one deadline date?
7. If reports are required, when do you want them, what format, etc.?
8. What will be the method of acceptance?
9. What is the final product we expect when work is completed? Or
What do you expect as an outcome of the project?
10. Clearly specify all mandatory requirements and cross reference them in Section 1.5.3 and in "Instructions to Offerors" on page 3.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

Section 4 needs to be tailored to each project.

4.0 COMPANY'S RIGHT TO INVESTIGATE AND REJECT

The Company may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The Company reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the Company that the offeror is properly qualified to carry out the obligations of the contract. *This includes the Company's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the Company to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the Company's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

Sections 4.1.1 through 4.1.5 are optional, depending on the nature of the project and need to be tailored accordingly.

4.1.1 References. Offeror shall provide a minimum of **(insert number)** references that are using supplies and/or services of the type proposed in this RFP. The references may include other organizations similar to YOUR COMPANY, preferably within the last **(insert number)** years, has successfully completed **(insert language pertaining to this type of contract)**. At a minimum, the offeror shall provide the company name, the location where the supplies and/or services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The Company reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Ability to Meet Supply Specifications. Offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed above in Section 3.

4.1.4 Method of Providing Services. Offeror shall provide a work plan and the methods to be used that will convincingly demonstrate to the Company what the offeror intends to do; the timeframes necessary to accomplish the work; and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3. Offeror must specifically address each of the following requirements as defined in this RFP: **(NOTE TO AGENCIES: Complete this sentence, or delete.)**

Section 4.1.5 is an option **to be used only in very limited circumstances**, depending on the nature of the project and needs to be tailored accordingly. If this information is requested, YOUR COMPANY must be prepared to evaluate it, typically on a pass/fail basis.

4.1.5 Offeror Financial Stability. Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the **(insert number)** consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by its most recent annual report.

SECTION 5: COST PROPOSAL

Section 5 should include the estimated budget, if possible, for the project so the offeror can provide a realistic cost proposal within that range.

Some items you may want to consider when developing this section are:

1. How do you want costs presented?
 - a) Itemized Budget
 - b) Total Project Cost
 - c) Task Order Basis (hourly rates)
2. How do you want to be invoiced?
3. Is there a maximum amount you cannot exceed?

SECTION 6: EVALUATION PROCESS

Section 6 needs to be tailored to each project.

6.0 BASIS OF EVALUATION

The evaluation committee will review and evaluate the offers according to the following criteria based on a total number of **(insert number)** points.

The **References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Financial Stability** portion of the offer will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the purchasing officer.

SCORING GUIDE

(NOTE: These percentages are only examples and can be tailored to fit the needs of the project.)

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the Company.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

(NOTE: These categories must be tailored to each project. These are only examples.)

Identify the major criteria that are critical to the success of the RFP. In most cases, this should correspond to the Offeror Qualifications/Informational Requirements set out Section 4.1 of the RFP. Some commonly used criteria are: qualifications, relevant experience, quality of work, references, service, physical facilities, human resources, cost, technical capabilities, industry standards, and proposed timelines. RFPs can only be evaluated on stated criteria, so include everything to be measured and ensure that the criteria are measurable. Once you have determined the major categories, reference those sections of the RFP that set out the specific criteria that will be evaluated and determine point assignments. Use the following as an example:

References _____% of points for a possible __ points		
Category	Section of RFP	Point Value
A. References (Complete Contact Information Provided)	4.1.1	

Resumes/Company Profile and Experience _____% of points for a possible __ points		
Category	Section of RFP	Point Value
A. Years of Experience	4.1.2	
B. Past Projects	4.1.2	
C. Staff Qualifications	4.1.2	

Ability to Meet Supply Specifications _____% of points for a possible __ points		
Category	Section of RFP	Point Value
A.	4.1.3	
B.	4.1.3	
C	4.1.3	

Method of Providing Services _____% of points for a possible __ points		
Category	Section of RFP	Point Value
A. Methods	4.1.4	
B. Work Plan	4.1.4	

Financial Stability		Pass/Fail
Category	Section of RFP	Point Value
A. Financial Stability	4.1.5	Pass/Fail

Cost Proposal 20% of points for a possible __ points		
Category	Section of RFP	Point Value
A. Cost Proposal	5.0	

(NOTE : Cost Proposal must constitute 20% or more of the total available points. Exceptions to this must be documented in writing and approved by the Purchasing Officer. There are several formulas that can be used to score price/cost. The most common approach is as follows.

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

APPENDIX A: STANDARD TERMS AND CONDITIONS

Insert YOUR COMPANY's most recent Standard Terms and Conditions:

APPENDIX B: CONTRACT

1. Parties
2. Effective Date, Duration, and Renewal
3. Cost/Price Adjustments (Optional)
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer, and Subcontracting
8. Hold Harmless/Indemnification
9. Required Insurance (Optional)
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
12. Intellectual Property (Optional)
13. Patent and Copyright Protection (Optional)
14. Contract Performance Assurance (Optional)
15. Contract Termination
16. Liaison and Service of Notices
17. Meetings
18. Contractor Performance Assessments (Optional)
19. Transition Assistance
20. Choice of Law and Venue
21. Scope, Amendment, and Interpretation
22. Execution

(INSERT PROJECT TITLE)
(INSERT CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT is entered into by and between YOUR COMPANY (hereinafter referred to as "the Company"), whose address and phone number are **(insert address)**, **(insert phone number)** and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **(insert date)**, 20**()**, **(or upon contract execution)** and terminate on **(insert date)**, 20**()**, unless terminated earlier in accordance with the terms of this contract.

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **(insert number)**-year intervals, or any interval that is advantageous to the Company. This contract, including any renewals, may not exceed a total of **(insert number)** years. *(Company contracts generally may not exceed a total of seven years.)*

Section 3 is optional depending on the project.

3. COST/PRICE ADJUSTMENTS

Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

OR

Cost Increase by Fixed Amount. After the initial term of the contract, each renewal term may be subject to a cost increase of **(insert %)** %, not to exceed **(insert %)** %, for the entire term of the contract.

OR

Pricing Adjustments per Increase in CPI. Annual pricing adjustments to contract renewals following the contract term, if applicable, shall not exceed 75% the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the last 12-month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

OR

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the Company. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the Company the following **(insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in Section 3, Scope of Project)**.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the **(insert supplies or services)** to be provided, the Company shall pay according to the following schedule: **(insert pay schedule)**.

5.2 Withholding of Payment. The Company may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the Company caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the Company and its authorized agents access to any records necessary to determine contract compliance.

6.2 Retention Period. The Contractor agrees to create and retain records supporting the **(insert services rendered or supplies provided)** for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the Company or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the Company. The Contractor shall be responsible to the Company for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the Company.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the Company and its directors, officers, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Company, under this Agreement.

Section 9 needs to be tailored to the project.

9. REQUIRED INSURANCE

(Insert for **commercial general liability and automobile liability only**)

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its solw cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

(Insert for **all insurance types**)

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the Company, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Company, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(Insert for commercial general liability only)

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **(insert dollar amount)** per occurrence and **(insert dollar amount)** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The Company and its directors, officers, employees, agents and representatives are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

(Insert for automobile liability only)

9.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The Company and its directors, officers, employees, agents and representatives shall be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

(Insert for professional liability only)

9.5 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **(insert dollar amount)** per occurrence and **(insert dollar amount)** aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

(Insert for all insurance types)

9.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the Company agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Company and its directors, officers, employees, agents and representatives; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

(Insert for all insurance types)

9.7 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the Company Purchasing Officer, YOUR COMPANY ADDRESS. The Contractor must notify the Company

immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Company reserves the right to require complete copies of insurance policies at any times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the YOUR STATE Workers' Compensation Act while performing work for the Company. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the Company. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Company Purchasing Officer, YOUR COMPANY ADDRESS.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, Company, or local laws, rules, and regulations, including but not limited to the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same requirements.

Section 12 is optional depending on project.

12. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the Company for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.

Section 13 is optional depending on project.

13. PATENT AND COPYRIGHT PROTECTION

13.1 Third-Party Claim. In the event of any claim by any third party against the Company that the products furnished under this contract infringe upon or violate any patent or copyright, the Company shall promptly notify Contractor. Contractor shall defend such claim, in the Company's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the Company against all costs, damages, and attorney's fees that accrue as a result of such claim. If the Company reasonably concludes that its interests are not being properly protected, it may enter any action on its own behalf.

13.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the Company the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the Company shall be prevented by injunction, the Company will determine if the Contract has been breached.

Section 14 is optional and if used must be tailored to the specific procurement. The following sample clauses are provided for consideration.

14. CONTRACT PERFORMANCE ASSURANCE

14.1 Milestone Payments. Payments to the Contractor will be based on completion and acceptance of each milestone defined below.

14.2 Payment Holdbacks. ___% will be withheld from each milestone payment. The total amount withheld will be paid to the Contractor at the completion and acceptance of the final milestone.

Milestone/Deliverable	Hold Back	Payment % of Total
Milestone 1:	___% of approved invoice	%
Milestone 2:	___% of approved invoice	%
Milestone 3:	___% of approved invoice	%
Milestone 4:	___% of approved invoice	%
Milestone 5:	___% of approved invoice	%
Final Acceptance		100%

Contract performance security may be used as a performance assurance tool. If used, an agency may choose to accept all forms of security or limit the security to surety bonds only.

14.3 Contract Performance Security – All Forms Accepted. The Contractor must provide contract performance security based upon (insert %) of the contract total.

The contract performance security must be provided by the Contractor in one of the following forms, within 10 working days from the Request for Documents Notice. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE. Personal or business checks are not acceptable.

- A sufficient bond from a surety company licensed in YOUR STATE with a Best's rating of no less than A- and supplied on the Company 's designated form entitled "Contract Performance Bond"; or
- Lawful money of the United States; or
- An irrevocable letter of credit from a single financial institution and supplied on the Company 's designated form entitled "Irrevocable Letter of Credit" or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificates drawn or issued by a federally or Company-chartered bank or savings and loan association that is insured by or for which insurance is administered by the FDIC or that is drawn and issued by a credit union insured by the national credit union share insurance fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the Company. All interest income from these certificates must accrue only to the Contractor and not the Company.

This contract performance security must remain in effect for the entire term of the contract. A new surety bond or irrevocable letter of credit must be issued to the Company if this contract is renewed.

The contract performance security in the form of a (insert form) shall be provided to the following address: Company's Purchasing Officer, YOUR COMPANY ADDRESS.

OR

14.3 Contract Performance Security – Surety Bonds Only. The Contractor must provide contract performance security based upon 100% of the contract total. This security must be in the form of a surety

bond licensed in YOUR STATE with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the Company. The required form entitled "Contract Performance Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

The contract performance security must be provided to the Company within 10 working days from the Request for Documents Notice. This security must remain in effect for the entire term of the contract. A new surety bond must be issued to the Company if this contract is renewed.

The original surety bond form shall provided to the following address: Company's Purchasing Officer, YOUR COMPANY ADDRESS.

15. CONTRACT TERMINATION

The following three termination provisions are presented as options for Section 15.1. In deciding which provision to use, consideration should be given to the circumstances of each individual contract.

15.1 Termination for Cause. The Company may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

OR

15.1 Termination for Cause with Notice to Cure Requirement. The Company may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **(insert number of days)**. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

OR

15.1 Termination for Convenience. The Company may, by written notice to the Contractor, terminate this contract without cause. The Company must give notice of termination to the Contractor at least **(insert numbers of days)** days prior to the effective date of termination.

15.2 Reduction of Funding. The Company, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason.

16. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the Company shall be through a single point of contact designated as the Company's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the Company's liaison and the Contractor's liaison.

_____ will be the liaison for the Company.

(YOUR COMPANY)

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

_____ will be the liaison for the Contractor.

(CONTRACTOR)

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The Company's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

17. MEETINGS

The Contractor is required to meet with the Company's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the Company in the performance of their respective obligations, at no additional cost to the Company. Meetings will occur as problems arise and will be coordinated by the Company. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

Section 18 is optional depending on project.

18. CONTRACTOR PERFORMANCE ASSESSMENTS

The Company may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The Company will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

19. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the Company, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Company or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The Company shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the Company terminates a project or this contract for cause, then the Company will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the Company may have otherwise accrued as a result of said termination.

20. CHOICE OF LAW AND VENUE

This contract shall be governed by and construed in accordance with the laws of YOUR COMPANY STATE without giving effect to its conflict of laws provisions. The parties agree that any litigation concerning this bid,

proposal or subsequent contract must be brought in the state or federal courts of YOUR COMPANY'S STATE, County of YOUR COMPANY'S COUNTY, and except as provided otherwise herein, each party shall pay its own costs and attorney fees.

21. SCOPE, AMENDMENT, AND INTERPRETATION

21.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP # **(insert RFP number)**, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation shall be in the same order.

21.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

22. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT YOUR COMPANY NAME)
(Insert Address)
Insert City, Company, Zip)

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, Company, Zip)
FEDERAL ID #

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Purchasing Officer (Date)
Company Purchasing Office

APPENDIX C: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

1. Offeror must provide a signed copy of the RFP Cover Sheet.
2. Offeror has read, understood, and agrees to comply with the items contained in Sections 1, 2, 3, 6, and Appendices A and B of _____.

Agreed _____

Offeror's Signature _____

Date _____

OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION THAT WILL BE EVALUATED BY THE RFP EVALUATOR/EVALUATION COMMITTEE:

(RFP DRAFTER INSERTS OFFEROR QUALIFICATION/INFORMATIONAL REQUIREMENTS FROM THE TEXT OF THE RFP. FOLLOWING IN RED IS AN EXAMPLE OF INFORMATION THAT MAY BE REQUESTED.)

3. References (Section 4.1.1), page 13 of the RFP.
4. Resumes/Company Profile and Experience (Section 4.1.2), page 13 of the RFP.
 - A. Years in Business (Section 4.1.2), page 13 of the RFP.
 - B. Past Projects (Section 4.1.2), page 13 of the RFP.
 - C. Staff Qualifications (Section 4.1.2), page 13 of the RFP.
5. Ability to Meet Supply Specifications (Section 4.1.3), page 13 of the RFP.
6. Method of Providing Services (Section 4.1.4), page 13 of the RFP.
7. Financial Stability (Section 4.1.5), page 14 of the RFP.
8. Cost Proposal (Section 5.0), page 15 of the RFP.
9. **Completeness of Proposal.** An offeror's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. An offeror making the Companyment "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

Note: If you need electronic copies of the proposal responses you must insert that request here.

Specify the format and medium you want.

10. **Number of Copies and Due Date.** Offerors must submit **one original and _____ copies** to the address listed below. The Company reserves the right to request an electronic copy of the RFP response. Proposals must be received by Company's Purchasing Officer prior to **2:00 p.m., local time**, _____. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable.