



Rockwall County Jeep Club

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REQUEST FOR PROPOSAL

Merchandise and Online Store

September 20, 2023

October 20, 2023, 5 pm CDT

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1. Project Overview

1.1. Purpose of Request for Proposal

The Rockwall County Jeep Club is seeking proposals for an online store, merchandise supply, and fulfillment to provide high-quality, branded apparel, accessories, and other items to its membership, while earning funds to further its goal of charitable work in the Rockwall County, Texas, community.

Successful Proposers will have experience with non-profits and tax-exempt organizations, including challenges and constraints about tax issues, working capital, and the nature of volunteer groups.

1.2. Rockwall County Jeep Club Background

- (1) **History:** The Rockwall County Jeep Club began in April 2018 as a Facebook group. In 2023, the group incorporated as a Texas Non-Profit Corporation, governed by a board of directors, with the purpose of doing charitable work by engaging Jeep owners and enthusiasts in and around Rockwall County, Texas. The club also holds 501(c)(3) tax exempt status from the IRS and is recognized as a Texas tax-exempt entity. A group of officers run the day-to-day club activities and events.
- (2) **About Rockwall County:** Rockwall County formed in 1873 after splitting from Kaufman County and is the smallest county by land area in Texas. It is situated just east of Dallas County and is considered a part of the Dallas-Arlington-Fort Worth metroplex. Currently home to 110,000 people, it was the #6 fastest growing county in the US from 2021-2022 according to US Census bureau statistics. In addition to the growing population, Rockwall County was named the wealthiest county in Texas in 2022 with a median household income of \$100,920.
- (3) **Rockwall County Jeep Club Membership:** The Rockwall County Jeep Club currently has nearly 700 members in its Facebook group. Monthly meet-ups at local restaurants typically have 50+ members in attendance. Trips to off-road parks and other events usually draw a minimum of 15-20 vehicles, and it is growing fast. It is impossible to travel anywhere in Rockwall County and not see a Jeep!

2. Scope of Work

2.1. Details

This RFP seeks an experienced on-line store and merchandise vendor to enter into a licensing agreement to provide goods through an ordering gateway and handle fulfillment. More details on the Rockwall County Jeep Club's requirements are outlined below:

- (1) **Store Merchandise:** At a minimum: printed or dyed logo wear including t-shirts, tank tops, sweatshirts, and hats in addition to auto decals. Embroidery options for fishing style shirts and polos a plus. The Rockwall County Jeep Club looks forward to understanding your product offering and art capabilities. On-demand orders preferred
- (2) **Online capabilities:** An on-line store with turnkey fulfillment is required. The Rockwall County Jeep Club operates a WordPress-based website and is open to any plugins necessary should the club need to host. Options exist to also link to a hosted store on the vendor's existing platform and integrate into the website.
- (3) **Store maintenance:** The Rockwall County Jeep Club prefers turn-key management of the store and merchandise but will accept proposals priced both ways with vendor-managed stores and client-managed stores.

- (4) **Tax Exempt Status:** The Rockwall County Jeep Club is a tax-exempt organization, and proceeds from merchandise sales will be used for work to further the club's charity efforts. As such, payment gateways should be configured so that no sales tax will be collected, and no sales tax should be paid on behalf of Rockwall County Jeep Club merchandise. Given this constraint, the Rockwall County Jeep Club understands that the payment gateway may need to be internally hosted, with the vendor being paid on a per invoice basis for the non-taxable value of its goods and services.
- (5) **Volume:** The Rockwall County Jeep Club expects on-going orders to happen on an as needed basis throughout the year. In addition, we expect to sell event and fundraiser-specific merchandise throughout the year. A reasonable assumption of the retail value volume is in the \$3,000-\$5,000 per year range.
- (6) **Term/Timeframe:** The Rockwall County Jeep Club is interested in contracting for an initial agreement of 1 year, which will automatically renew on a monthly basis. A copy of the proposed licensing agreement is in the appendix.
- (7) **Price and Economics:** Wholesale pricing should be stated in a schedule of goods and values in Appendix 1 or through an attachment. Service fees, if any, for operation of the online store, setup of merchandise, payment gateways, shipping, fulfillment, etc. should be listed separately. Retail pricing will be cost-plus, with markup proceeds benefiting the charitable purpose of the Rockwall County Jeep Club. The Rockwall County Jeep Club will retain sole discretion on retail pricing of its goods through this licensing agreement.
- (8) **Trademark:** The Jeep brand is a registered trademark of FCA US LLC, a division of Stellantis. We are a Jeep enthusiast group, and thus the mark Jeep appears in our name. Compliance with applicable trademarks laws must be followed.
- (9) **Compliance:** The selected vendor will be required to keep compliant with all applicable current and future local, state, and federal laws and regulations.

2.2. Objectives

The Rockwall County Jeep Club has 4 specific goals in issuing this solicitation for the development of a partnership to service its online store and merchandise needs:

- (1) **Providing Merchandise to Enrich Members' Experiences:** The Rockwall County Jeep Club strived to ensure that merchandise fitting the lifestyle of its members is readily available for easy purchase and fulfillment.
- (2) **Improving Cash Flow for Charitable Work:** The Rockwall County Jeep Club in its mission to do charitable work in and around Rockwall County, Texas, must have adequate cash flow to achieve that mission. The Rockwall County Jeep Club aims to provide competitively priced, branded merchandise to its members while raising funds for charitable work.
- (3) **Worry-Free, Turn-Key Service:** While the Rockwall County Jeep Club is a Non-Profit Corporation, all directors, officers, and members are unpaid volunteers. As such, to ensure continuity and excellence in service, the less the members need to touch the store the better.
- (4) **Working Capital / Inventory Management:** Being a small, start-up non-profit, the Rockwall County Jeep Club strives to find a solution that reduces the need for working capital, both in terms of up-front cash outlay as well as holding ongoing inventory. Though the Rockwall County Jeep Club will from time to time

complete a bulk buy of certain items, as a general operating principle the goal is a zero-on-hand inventory situation.

3. Procurement Schedule

A general outline of the procurement schedule and project process has been provided below. The City will make every effort to hold this schedule:

Date	Event	Responsible Party
September 20, 2023	RFP Issued	The Rockwall County Jeep Club
September 29, 2023	Deadline for Submission of Clarifying Questions: Proposers are permitted to submit written questions, but only for the purposes of clarifying this RFP. All submissions must be emailed to purchasing@rockwallcountyjeepclub.org . Questions are due by 5 pm CDT	Proposers
October 6, 2023	Deadline for Responding to Clarifying Questions: Responses will be posted at http://rockwallcountyjeepclub.org/merchrfp2023 by 5 pm CDT.	The Rockwall County Jeep Club
October 20, 2023	Deadline for Proposal Submission: Proposals must be emailed to purchasing@rockwallcountyjeepclub.org by 11:59 CDT.	Proposers
November 6, 2023	*Notice of Intent to Proceed and Announcement of Short-list	The Rockwall County Jeep Club
November 17, 2023	*Interviews with Short-listed Proposers	The Rockwall County Jeep Club and short-listed Proposers
December 1, 2023	*Contract Negotiations with Selected Proposer	The Rockwall County Jeep Club and selected Proposer
December 8, 2023	*Board Approval: Approval for signing contract.	The Rockwall County Jeep Club and selected Proposer

*If applicable: After further analysis of Proposer offers, the Rockwall County Jeep Club may choose NOT to move forward with an online store and merchandise vendor at this time.

4. Proposal Requirements

4.1. General Formats

The Rockwall County Jeep Club desires all Proposals to be identical in format to facilitate comparison. Although the Rockwall County Jeep Club’s format may represent departure from the Proposer’s preference, the Rockwall County Jeep Club requires strict adherence to the format. The Proposal will be in the format described below:

- Cover letter as requested in Subsection 4.2.1;
- Executive Summary as requested in Subsection 4.2.2;
- Detailed Solution Proposal as requested in Subsection 4.2.3;
 - Including related sections in Attachment 1 (see below)
- Terms Proposal as requested in Subsection 4.2.4;
 - Including related sections in Attachment 1 (see below)

- Financial and Business Experience Summary as requested in Subsection 4.2.5;
- Proposer Team and Experience as requested in Subsection 4.2.6;
- Alternative Proposals as requested in Subsection 4.2.7;
- **Attachment 1:** Bid Sheet in Excel format as requested in Subsections 4.2.3(2) and 4.2.6(3);
- Any/all addenda, downloaded and signed by Proposer per section 6.4 (8)

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points, delivered in an electronic copy in a searchable Adobe Acrobat .pdf format. Proposers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Proposer to organize the information required by this RFP as outlined may result in the Rockwall County Jeep Club, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

Proposals should be submitted electronically as a readable Adobe Acrobat .pdf format via email to purchasing@rockwallcountyjeepclub.org signed in ink or e-signed by a company official authorized to make a legal and binding offer along with the corporate seal to the email address listed above by October 20, 2023, on or before but no later than 5:00 PM CDT. The "original" Proposal shall be complete and unabridged and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the Rockwall County Jeep Club. The Proposals will not be read aloud or made available to inspect or copy, except to the directors and officers of the Rockwall County Jeep Club until the Rockwall County Jeep Club Board of Directors approves a partnership with the selected Proposer under this RFP and any trade secret issues have been resolved.

4.2. Proposal Components

4.2.1. Cover letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, email address, telephone number of the Proposer along with the name, title, email address, and telephone number of the executive that has the authority to contract with the Rockwall County Jeep Club.

Each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: "The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the Rockwall County Jeep Club, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Rockwall County Jeep Club as to any material facts."

4.2.2. Executive Summary (Maximum 2 pages)

Summarize the major factors or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Proposer desires to make. It should be designed specifically for use by individuals that may not have a technical background. Please begin with an overview of the Proposer organization, ownership structure, and history. Provide an overview of the online store landscape / architecture, integration, payment portal and money handling (detail to follow). The summary should also contain an overview of experience with merchandise, especially related to non-profit clubs and tax-exempt entities, including product offering, artwork capabilities, and fulfillment processes.

4.2.3. Detailed Solution Proposal

(1) Online Store Architecture / Landscape:

Provide a high-level overview of the Store including:

- Where hosted (Rockwall County Jeep Club Wordpress Website or Proposer Site)
- Payment portal, process flow of payments from retail purchase to the wholesaler / Proposer and Rockwall County Jeep Club
- How tax-exempt will be handled with respect to sales tax, both wholesale and retail
- How directors, officers, and members will be able to follow up on orders
- How order reporting will work
- How financial reporting will work, including potential integration with Rockwall County Jeep Club payment portals, bank accounts, and accounting software (WaveApps)

(2) Merchandise:

Provide a high-level overview of merchandise offering proposed, including a narrative of the following. The detailed list should be provided in Attachment 1, Worksheet 2.

- Ongoing, "in stock" items
- Seasonal or promotional items
- Event-driven items / capabilities
- How compliance will be maintained with FCA USA LLC's trademarks of "Jeep", the 7-slot grill, and other registered items used in the name of the club, logo, and other graphics on merchandise.

4.2.4. Terms Proposal

(1) Description of Invoice and Payment Terms:

Please provide the following information in narrative form:

- How does invoicing work (i.e. at point of order, weekly, monthly)
- How are payments to the Proposer handled (Check, ACH, Debit Card, etc)
- Proposed payment terms

4.2.5. Financial and Business Experience Summary

(1) Descriptions of Proposer's financial strength and capabilities:

Provide a narrative description of:

- The total number of stores / organizations currently under management
- Proposer's financial capacity to secure equity / working capital as necessary and manage all elements of the agreement
- Provide Proposer's credit rating from each rating agency if available.

If applicable, provide necessary documents for the Rockwall County Jeep Club to perform all diligence required to obtain comfort with the parent guarantee, ownership and/or LLC structure provided by Proposer.

(2) Disclosure of Conflicts, Claims or other Matters:

Disclose any work for another entity which may impair Proposer's ability to perform the scope and responsibilities under this RFP. Disclose any outstanding claims or other matters which may impair Proposer's ability to perform, whether financial or otherwise.

4.2.6. Proposer Team and Experience

(1) Organizational Chart:

Submit an organizational chart that clearly identifies the roles and relationships of all key team members and currently planned subcontractors. Demonstrate, with narrative and references, that the team has satisfactorily serviced similarly situated organizations in the past. Notify the Rockwall County Jeep Club and explain claims of any kind which may be pending against such work as well as any ongoing or recent lawsuits surrounding past contracts or projects.

(2) Team Member Qualifications:

Describe the relevant experience, qualifications and educational background of any key individual team members who will service the Rockwall County Jeep Club account.

(3) Project History and Client References:

Provide at least three (3) and no more than five (5) client references in attachment 1, Worksheet 3. For follow-up rounds, the Rockwall County Jeep Club may ask for the current name, title, telephone and email addresses of a representative with whom your firm does business to follow up with a formal reference check.

(4) Subcontractor Qualifications:

Provide background information for each of the identified subcontractors who will be involve, including planned configuration and technical support as well as any party that may interface directly with the Rockwall County Jeep Club or its directors, officers, members (payment portals, 3rd-party fulfillment vendors, etc):

- Firm's name, type, location, project contact(s), federal EIN, year firm was established, parent company (if applicable).
- Firm's experience on similar accounts.
- Firm's previous history working with the Proposer (if applicable).

4.2.7. *Alternative Proposals*

Proposers may provide alternative solutions to reach the goals as outlined above including to the Rockwall County Jeep Club through other means. Any alternative proposal must include a full description of the solution (as outlined in the technical solution section above) to be considered by the Rockwall County Jeep Club.

4.3. Correction of Errors

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Proposer further agrees that in the event of any obvious errors, the Rockwall County Jeep Club reserves the right to waive such errors in its sole discretion. The Rockwall County Jeep Club, however, has no obligation under any circumstances to waive such errors.

5. Proposal Evaluation

5.1. Evaluation Process

As part of the evaluation process, the Rockwall County Jeep Club's directors and officers may engage in discussions with any Proposer. Discussions might be held with individual Proposers to determine in greater detail the Proposer's qualifications, to explore with the Proposer the scope and nature of the required scope of work, to learn the Proposer's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at the Definitive Agreements that will be satisfactory to the Rockwall County Jeep Club. The Rockwall County Jeep Club may in its discretion require one or more Proposers to make presentations to the directors and / or officers. During such presentation, the Proposer may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the Rockwall County Jeep Club deems appropriate. Proposers will be notified in advance of the time and format of such meetings. Since the Rockwall County Jeep Club may choose to award

the Definitive Agreements without engaging in discussions or negotiations, the Proposals submitted shall define the Proposer's best offer for performing the scope of work described in this RFP.

5.2. Evaluation Criteria

Selection will be based on the following criteria, reviewed in an evaluation process conducted by the Rockwall County Jeep Club and its expert advisors. These criteria are not listed in order of priority.

- (1) Level to which the Proposer has demonstrated understanding of the needs represented by the RFP. Statement of Qualifications contains all required components identified in this RFQ, including compliance with all items listed in the Scope of Services and Section 2. Statements of Qualifications.
- (2) Information provided indicates the Proposer has the financial strength in terms of capital and liquid assets sufficient to successfully service the account as listed in this RFP. Stability of the Proposer in terms of services, professional capabilities, experience, and overall capabilities.
- (3) The ability of the Proposer to respond quickly, efficiently and cost effectively to both organizational (Rockwall County Jeep Club directors and officers) and end-user (member) questions, concerns, and needs.
- (4) Best value based on review of cost proposal for proposed solution and strengths, weaknesses, opportunities, and threats
- (5) Qualifications of Proposer
- (6) Strength of the technical submittal of the Proposal
- (7) Prior experience with projects and demonstration of completed similar projects, including non-profits, volunteer-based groups, and tax-exempt organizations
- (8) Industry position, longevity, and recognition
- (9) Customer references

6. General Conditions

6.1. Accuracy of RFP and Related Documents

The Rockwall County Jeep Club assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, the Rockwall County Jeep Club will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the Rockwall County Jeep Club other than those provided by the Rockwall County Jeep Club through the issuance of addenda. In no event may a Proposer rely on any oral statement by the Rockwall County Jeep Club or its agents, advisors, or consultants, including the Rockwall County Jeep Club's Representative.

Should a Proposer find discrepancies or omissions in this RFP, or any other documents provided by the Rockwall County Jeep Club, the Proposer should immediately notify the Rockwall County Jeep Club of such potential discrepancy in writing via email, and a written addendum may be issued if the Rockwall County Jeep Club determines clarification necessary. Each Proposer requesting an interpretation will be responsible for delivering such requests to the Rockwall County Jeep Club Representative listed on the cover page of this RFP.

6.2. The Rockwall County Jeep Club's Rights and Options

The Rockwall County Jeep Club reserves the following rights, which may be exercised at the Rockwall County Jeep Club's sole discretion:

- To supplement, amend, substitute or otherwise modify this RFP at any time;
- To cancel this RFP with or without the substitution of another RFP;
- To take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP (collectively, the "Scope of Work") that would be in the best interests of the Rockwall County Jeep Club;
- To issue additional requests for information;

- To require one or more Proposers to supplement, clarify or provide additional information for the Rockwall County Jeep Club to evaluate the Proposals submitted;
- To conduct investigations with respect to the qualifications and experience of each Proposer;
- To waive any defect or irregularity in any Proposal received;
- To reject any or all Proposals;
- To share the Proposals with Rockwall County Jeep Club employees other than the Evaluation Committee or Rockwall County Jeep Club advisory committees as deemed necessary;
- To award all, none, or any part of the Scope of Work that is in the best interest of the Rockwall County Jeep Club, including without limitation award one or a portion of the merchandise or services proposed by a Proposer, or multiple options to multiple Proposers, or any combination thereof, which may be done with or without re-solicitation.
- To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposal including but not limited to financial terms; and
- To enter into any agreement deemed by the Rockwall County Jeep Club to be in the best interest of the Rockwall County Jeep Club and its board of directors.

6.3. Expense of Submittal Preparation

The Rockwall County Jeep Club accepts no liability for the costs and expenses incurred by the Proposers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Proposer that enters the selection process shall prepare the required materials and submittals at its own expense and with the express understanding that the Proposer cannot make any claims whatsoever for reimbursement from the Rockwall County Jeep Club for the costs and expenses associated with the procurement process.

6.4. Proposal Condition:

(1) RFP Not an Offer

This RFP does not constitute an offer by the Rockwall County Jeep Club. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the Rockwall County Jeep Club unless the Rockwall County Jeep Club and the Proposer execute the Definitive Agreements. No recommendations or conclusions from this RFP process concerning the Proposer shall constitute a right (property or otherwise) under the Constitution of the United States, or any state, local or case law.

(2) Right to Terminate Discussions

The Proposer's participation in this process might result in the Rockwall County Jeep Club selecting the Proposer to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the Rockwall County Jeep Club to execute the Definitive Agreements or to continue discussions. The Rockwall County Jeep Club can terminate discussions at any time and for any reason.

(3) Requirement for Representation as to Accuracy and Completeness of Proposal

As stated in Section 4.2.1, each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: "The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the Rockwall County Jeep Club, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Rockwall County Jeep Club as to any material facts."

(4) Trade Secrets/Confidentiality

Upon the date of Rockwall County Jeep Club Council approval of the Proposer selected by the Evaluation Committee for award hereunder, your Proposal will be considered a public record under applicable laws for non-profit corporations and tax-exempt entities except for material which qualifies as “trade secret” information.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, password protected document with the subject line and file name(s) marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file.

In submitting a Proposal, each Proposer agrees that The Rockwall County Jeep Club, upon the Proposal due date, may reveal any trade secret materials contained in such response to all Rockwall County Jeep Club staff and Rockwall County Jeep Club officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by The Rockwall County Jeep Club to assist in the evaluation process. Furthermore, each Proposer agrees to indemnify and hold harmless the Rockwall County Jeep Club and each of its officers, employees, and agents from all costs, damages, and expenses incurred relating to refusing to disclose any material, which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

(5) Prohibited Discrimination.

As a condition of entering into the Definitive Agreements that may result from this RFP, the Proposer agrees it shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a Rockwall County Jeep Club contract or contract solicitation process, nor shall the Proposer retaliate against any person or entity for reporting instances of such discrimination. The Proposer shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all its subcontracting and supply opportunities on Rockwall County Jeep Club contracts, if nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into an Agreement that may result from this RFP, the Proposer agrees to: (a) promptly provide to the Rockwall County Jeep Club all information and documentation that may be requested by the Rockwall County Jeep Club from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with the Agreement; and (b) if requested, provide to the Rockwall County Jeep Club within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Proposer has used on Rockwall County Jeep Club contracts in the past five (5) years, including the total dollar amount paid by the Proposer on each subcontract or supply contract.

The Proposer agrees to provide to the Rockwall County Jeep Club from time to time on the Rockwall County Jeep Club’s request, payment affidavit detailing the amounts paid by the Proposer to subcontractors and suppliers in connection with the Definitive Agreements within a certain period of time. Such affidavits shall be in the format specified by the Rockwall County Jeep Club. The Proposer

understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of the Definitive Agreements and may result in contract termination, disqualification of the Proposer from participating in Rockwall County Jeep Club contracts and other sanctions.

(6) Statutory Requirements

The Definitive Agreements awarded as a result of this RFP shall be in full conformance with all statutory requirements of Rockwall County Jeep Club and all statutory requirements of the Federal Government, to the extent applicable.

(7) Reservation of Right to Change Schedule

The Rockwall County Jeep Club shall ultimately determine the timing and sequence of events resulting from this RFP. The Rockwall County Jeep Club reserves the right to delay the closing date and time for any phase if Rockwall County Jeep Club directors believe that an extension will be in the best interest of the Rockwall County Jeep Club.

(8) Reservation of Right to Amend RFP

The Rockwall County Jeep Club reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the Rockwall County Jeep Club. Any addenda will be posted to the internet at www.rockwallcountyjeepclub.org/merchrfp2023. Respondents are required to acknowledge addenda with their submission. Respondents will be responsible for monitoring the Rockwall County Jeep Club website to ensure they have downloaded and signed all addenda required for submission with their submission.

(9) Additional Evidence of Ability

Proposers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The Rockwall County Jeep Club reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

(10) No Collusion or Conflict of Interest

By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

(11) Proposal Terms Firm and Irreversible

The signed Proposal shall be considered a firm offer on the part of the Proposer. The Rockwall County Jeep Club reserves the right to negotiate price and the Scope of Work. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Definitive Agreement negotiations unless specifically waived in writing by the Rockwall County Jeep Club. The Proposer chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Definitive Agreements, either in part or in its entirety, at the Rockwall County Jeep Club's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

(12) Proposal Binding for 90 Days

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for a ninety (90) calendar day period from the date of the opening. This statement must be signed by an individual

authorized to bind the Proposer and include such individual's name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full period of each Definitive Agreement.

(13) Subcontracting

The Proposer given the contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Proposer shall remain the prime contractor and will assume all responsibility for the performance of the Scope of Work that is supplied by the applicable subcontractor(s). Additionally, the Rockwall County Jeep Club must be named as a third-party beneficiary in all subcontracts.

(14) Use of the Rockwall County Jeep Club Name

No advertising, sales promotion or other materials of the Proposer or its agents or representatives may identify or reference the Rockwall County Jeep Club, in any manner absent the prior written consent of the Rockwall County Jeep Club.

(15) Withdrawal for Modification of Proposals

Proposers may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed. Only email requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal and received by the Rockwall County Jeep Club prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the request is plainly marked "Modifications to Proposal."

(16) No Contact

As of the Proposal due date and until the date of approval by Rockwall County Jeep Club of an award under this RFP, each Proposer shall refrain from contacting any director of the Rockwall County Jeep Club or member of the Evaluation Committee except for written requests to the Rockwall County Jeep Club Representative listed on the cover page of this RFP.

(17) No Bribery

In submitting a response to this RFP, each Proposer certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Rockwall County Jeep Club in connection with the Contract.

(18) Exceptions to the RFP

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Definitive Agreements attached to this RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Definitive Agreements attached to this RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer's solution, must be described in detail.

(19) Fair Trade Certifications:

By submission of a Proposal, the Proposer certifies that regarding this procurement:

- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
- Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening; and
- No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

(20) Clarification of Ambiguities

Any Proposer believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the Rockwall County Jeep Club in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency, or error.

(21) Proposer's Obligation to Fully Inform Themselves

Proposers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proposer's own risk.

(22) Disclaimer

Each Proposer must perform its own evaluation and due diligence verification of all information and data provided by the Rockwall County Jeep Club. The Rockwall County Jeep Club makes no representations or warranties regarding any information or data provided by the Rockwall County Jeep Club.

7. RFP Attachments

Attachment 1: RFP Bid Sheet

Attachment 2: Sample Licensing Agreement