



YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT
1947 Galileo Ct., Suite 103 · Davis, CA 95618 · (530) 757-3650 · www.ysaqmd.org

Notice of Request for Proposals (RFP)
For
Portable Indoor Air Filtration Units and Replacement Filters

Posted: May 7, 2026

Proposal Responses Due:
4:00 p.m. Pacific
May 26, 2026

Issued on behalf of:
The Yolo-Solano Air Quality Management District

RFP Coordinator:
Eden Winniford, ewinniford@ysaqmd.org

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I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Yolo-Solano Air Quality Management District (District) seeks bulk-purchase pricing for portable indoor air filtration units and the replacement filters for these units.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
 - e. Beacon, Beacon Bid

2. "The District" refers to the Yolo Solano Air Quality Management District located in Davis, California.

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C. SCOPE OF WORK

1. GENERAL DESCRIPTION

The units selected through this Request for Quotations (RFP) will support District's Residential Air Filtration Program, which makes air filtration units and replacement filters available to households located within District's boundaries, particularly in state-designated disadvantaged communities. The District's Board of Directors has allocated \$130,000 for the purchase of air filtration units and replacement filters for the launch of the Residential Air Filtration Program. Air filtration units must meet the specifications detailed in Section III of this RFP. This is an RFP only and is not an issue of award or purchase. Funding allocation is subject to change at the District's discretion.

The bidder must provide pricing based on quantity price breaks for both the air filtration unit and the replacement filter(s) for the unit. Quotes shall be valid until June 30, 2028. The District may place recurring orders from weekly to quarterly in varying quantities until June 30, 2028. The District does not guarantee a minimum or maximum number of units per order. The District may purchase air filtration units and replacement filters separately and in different quantities. Air filtration units and/or replacement filters shall be delivered within thirty (30) days of an order being placed to locations to be determined by the District within Yolo and Solano Counties. Through this RFP, the District reserves the right to select one or more vendors to supply portable air filtration units and the associated replacement filters described in this RFP. A bidder may propose up to six (6) products for consideration. Each proposed product will be evaluated separately on the same criteria.

2. TECHNICAL SPECIFICATIONS

An interested bidder shall provide a quote for bulk pricing for a portable indoor air filtration unit and the associated replacement filter(s). The air filtration unit must meet the following specifications to be considered under this RFP. If a proposed air filtration unit does not meet these specifications, it is not eligible under this RFP and will not be evaluated.

a. General Program Information

- The District will receive and approve applications from eligible participants of the program.
- Eligible orders will be sent to approved bidders based on location.
- Selected product will be shipped directly to the District's office, the participant's residential address, or to another commercial location as directed by the District by the contracted bidder.
- Upon completion of shipping, the bidder will submit back to the District a shipping confirmation number or shipping tracking number.
- Bidder will bill District for each batch of devices shipped.
- Each payment request will be reviewed to ensure product reached the participant correctly.
- Payment will be made directly to the bidder via check.

b. Product Minimum Specifications

All proposed products must have the following minimum qualifications:

- The unit must use a true high-efficiency particulate air (HEPA) filter rated to remove 99.97% of particles measuring 0.3 micrometers or greater; air filtration units using HEPA-like, HEPA-type, or non-HEPA filters are not eligible.
- The unit must have a noise threshold at or below 45 decibels.
- The unit must be certified by CARB to ensure that it emits no more than 0.050 parts per million of ozone.

- The unit must be Clean Air Delivery Rating (CADR) certified by the Association of Home Appliance Manufacturers (AHAM) through AHAM's Portable Electric Room Air Cleaner Certification Program.
- The unit must have an AHAM-certified CADR value of at least 97 for tobacco smoke.

c. Additional Features

The District will also consider the following features in the evaluation of the product:

1. Life of the filter(s) with normal/daily use;
2. Presence of other filters (i.e., pre-filter, carbon filter, etc.) in addition to HEPA filter;
3. Portability of unit (size and weight);
4. Maneuverability of unit (e.g., unit has wheels);
5. Operating noise level of unit on high;
6. AHAM-certified CADR value for smoke; and
7. Affordability of the air filtration unit and replacement HEPA filter (and other filters if applicable).

3. DELIVERABLES/ REPORTS

There are no deliverables or reports required by this RFP.

4. LISTING OF QUALIFIED VENDORS

- a. It is anticipated that this listing will be maintained for a period of one year, estimated to begin June 10, 2026 through June 10, 2027. This listing may be renewed upon mutual consent of the parties for four (4) additional one (1) year terms with the same terms and conditions.
- b. These services will be provided on an as-needed basis per scope of work. It is anticipated that the District would cycle through and contacted the vendors on the listing a logical and sequential fashion.
- c. The District reserves the right to contact a vendor on the listing outside the normal sequence, if specific circumstances require that it is its best interest.

4. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

5. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through email. Proposals should be sent to airfilter@ysaqmd.org. Electronic submissions submitted via email will be acknowledged with a confirmation email receipt.

It is the sole responsibility of the proposer to ensure their proposal reaches the District before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Eden Winniford at ewinniford@ysaqmd.org or airfilter@ysaqmd.org for vendor support. Bidders/Offerors are cautioned to allow adequate time to ensure timely receipt of their proposals. The District is not responsible for any delays of the Bidder's/Offeror's proposal delivery. Late proposals shall not be accepted, nor shall additional time be granted to any potential Bidder/Offeror.

6. ADDENDA

Any additional information not included in this solicitation which the District finds necessary and material to responding to the RFP will be posted as an addendum on <https://www.ysaqmd.org/about-the-district/announcements/>. Answers to questions submitted shall be considered addenda to the solicitation documents.

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II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the District's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 AM and 4:00 PM., Pacific Time.

The District reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors.

The District is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted on the Beacon website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	District Issues RFP	May 7, 2026	9:00 am
2	Deadline for Written Comments from Vendors	May 21, 2026	4:00pm
3	District Issues Responses to Written Comments	May 22, 2026	
4	Deadline Proposals Due	May 26, 2026	4:00pm
5	District Completes Evaluations (Estimated)	May 27, 2026	
6	Tentative Interviews	May 27, 2026	
7	Anticipated Contract Start Date based on Board Approval	June 10, 2026	

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III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

RFP Coordinator: Eden Winniford

Phone: 530-757-3539

E-Mail: ewinniford@ysaqmd.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above, unless otherwise specified in this RFP. Unauthorized contact regarding the RFP with other District employees of the procuring agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted via email to airfilter@ysaqmd.org.

The District is not responsible for failure of the prospective Bidders/Offerors to check for any solicitation document updates, changes, or answers to questions posted at the District's [website](#). Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the District.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the District for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The District shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The District shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the District formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the District, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. The District must approve each subcontractor in writing. The substitution of

one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the District.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the District if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a District employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 1 before commencing work on the contract. The District is open to negotiating these requirements with the selected contractor(s), prior to contract award.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through Beacon. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and District laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The District reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the District, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the

CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the District harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the District may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer(s) offering the most advantageous proposal(s) after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The District reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated.

Award Evaluation Criteria:

Criteria	Description	Maximum Points
Cost	Total cost per product unit.	40
	Total cost for replacement filter(s).	20
	Total cost for shipping.	10
CADR	The CADR smoke rating of the unit (more points for a higher CADR rating).	20
Product Specifications	Additional features such as unit operating noise on high, size, weight, maneuverability, and type and life expectancy of filter(s).	10
Total		100

The District reserves the right to hold interviews/discussions with selected finalists, if it is in the best interest of the District to do so. If the District decides to move forward with interviews, a separate set of criteria points will be created and added to the total.

If two or more quotes receive the same number of points, the ranking of these quotes will be determined by the lower cost offer.

R. AWARD PROCESS

The District reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The District reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the District reserves the right to add terms and conditions, deemed to be in the best interest of the District, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

The District reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

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IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The District reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The District's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the District.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the District of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. EXTENSIONS

The District reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

G. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by District) may be cause for the District to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive District concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

H. DEFAULT

In case of default by the awarded proposer, the District may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the District. The District may also ban selected proposer up to two years from future solicitations for default.

I. TERMINATION FOR CONVENIENCE

The District reserves the right, in its best interest as determined by the District, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

J. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the District for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

K. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the District.

L. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The District is exempt from Federal Excise and Transportation taxes.

M. PROTESTS

The District encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The District is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the District's Executive Director/APCO. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of District employee designated as the RFP/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the District's Executive Director/APCO is as follows:

Gretchen Bennett, Executive Director/APCO
gbennitt@ysaqmd.org

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Executive Director/APCO will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Executive Director/APCO's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the District. Notice shall be provided prior to the closing date and time of the designated “question and answer period” of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments.

Notice must be clearly marked “**Notice of Protest of Specifications/Requirements/Terms & Conditions.**” No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked “**Notice of Disagreement.**” Companies who fail to do so forfeit all rights in the protest process. It is at the District’s discretion to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked “**Notice of Protest of Award of Contract.**” A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the District has no obligation to delay or otherwise postpone an award of a contract based on a protest.

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V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through email. It is the sole responsibility of the proposer to ensure their proposal reaches the airfilter@ysaqmd.org email before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Eden Winniford at ewinniford@ysaqmd.org or airfilter@ysaqmd.org for vendor support.

Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

1) Exhibit "A" – Application

- a. Vendor shall complete and sign the District's Application form.

2) Exhibit "B" - Proposal Letter

The proposal letter shall include the following:

- a. Identification of Proposer, including Proposer's legal, and doing-business-as name, headquarters, address, local office address (if different), telephone number, and website address.
- b. Signature of person authorized to legally bind the proposer to enter the contract.

3) Exhibit "C" –Qualifications and Experience

In this section, the Proposer shall provide the following:

- a. Length of time the Proposer has produced or sold air filtration units.
- b. Any experience providing other government agencies (such as other air districts) with air filtration units through similar programs.

4) Exhibit "C" – Responsibility/Demonstrated Competence

- a. Have you ever defaulted on a contract? If yes, where, and why.
- b. Have you ever been suspended or debarred by any government agency? If yes, please explain.
- c. In the past five (5) years has any claim been made against your company concerning your company's work on a project been filed in court or arbitration?
- d. Provide a statement of conflict you, your proper, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

5) Exhibit "D" - Understanding and Approach to Provide Services

- a. Provide a statement of the firm's ability to provide ongoing and as needed services throughout the term of the contract.

6) Exhibit F – References

- a. Provide three (3) different references. Include the name, email address, and telephone number for a contact person from each reference and the date of the sale of the property and property address for whom you have performed comparable projects, preferably during the past (3) years.
 - b. Preference will be given for references with California, State or local government agencies. Using District's employees is not recommended.
- 7) Exhibit "G" - Signature Page
- a. Vendor shall complete and sign the District signature page form.
- 8) Exhibit "H" - Non-Collusion Non-Conflict of Interest Statement
- a. Vendor shall complete and sign the District form.
- 9) Exhibit "I" - Exceptions to Agreement
- b. Vendor shall include a statement that the appropriate personnel have reviewed the Sample Agreement in the submitted proposal. Vendor shall complete and sign the Certification of Exception to RFP Documents form.

C. REQUIRED PROPOSAL FORMAT

1. The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.
2. The format and content of the Proposal are as follows:
 - a. If provided, **use any forms included in the Exhibits** as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
 - b. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
 - c. All pages must be numbered sequentially.

[END OF DOCUMENT: PLEASE SEE ALL RELATED ATTACHMENTS AND EXHIBITS AS NOTED IN THE TABLE OF CONTENTS.]