PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date 09/24/2020

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order (Include this number on all correspondence and packages)

P100137

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR **EXCEED SPECIFICATIONS IN** THE BID INVITATION.

INVOICE TO:

TEXAS A&M FOREST SERVICE LUFKIN-FRP RURAL FIRE DEFENSE FOREST RESOURCE PROTECTION PO BOX 310 LUFKIN TX 75902

VENDOR

15934862972 BK TECHNOLOGIES INC 7100 TECHNOLOGY DR WEST MELBOURNE, FL 32904-1525

CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.

ALL TERMS AND

SHIP TO:

TEXAS A&M FOREST SERVICE HUDSON WAREHOUSE 245 TEXAS FOREST SERVICE LOOP LUFKIN TX 75904

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED

em	Description	Quantity	UOM	Unit Price	
	USER REF: 000000-TEF		JOIN	Offit Price	Ext Price
1	KAA0818 - ANTENNA, VHF, 150-170MHZ, SMA, KNG-P150	230	EA	25.000	5,750.
2	KAA0120 - BATTERY CLAMSHELL, "AA" CELL HOLDER, KNG-P150	230	EA	32.500	7,475.0
	KAA0303-1 - CHARGER, DESKTOP, 1-BAY, KNG	210	EA	100.000	21,000.0
	KAA0103 - BATTERY PACK LI-ION, 2300MAH	230	EA	82.500	18,975.0
5	KAA0400 - BELT CLIP FOR KNG	50	EA	12.500	625.0
				TOTAL	53,825.0
	**** NET 30 ****	24		_	
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDERATTACHMENT A".				
2	************ ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS OF IFB-21-001 SHALL APPLY TO THIS PURCHASE ORDER. VENDOR'S PROPOSAL IS ATTACHED				
,	**DELIVERY BEYOND 10 DAYS WILL CONSTITUTE			8	
	3333				

DESTINATION FRT INCLUDED FOB:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALIDA LESS SIGNED BY THE PURCHASING AGENT

Terms:

PURCHASING AGENT FOR **TEXAS A&M FOREST SERVICE**

PURCHASE ORDER

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Page 02

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P100137

15934862972 BK TECHNOLOGIES INC 7100 TECHNOLOGY DR

WEST MELBOURNE, FL 32904-1525

CONDITIONS SET FORTH IN OUR BID SHIP TO: INVITATION BECOME

A PART OF THIS TEXAS A&M FOREST SERVICE HUDSON WAREHOUSE

245 TEXAS FOREST SERVICE LOOP

LUFKIN TX 75904

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED

m	Description	Quantity	UOM	Unit Price	F-4.D.
c	CANCELLATION OF THE AWARD.**		COM	Offit Frice	Ext Price
V	VENDOR QUOTE: IFB-21-001 VENDOR REF: PETE ROGELL AT 321-431-6208 PHONE: 800-821-2900			=	
				7	

Texas A&M Forest Service cannot accept collect freight shipments.

DESTINATION FRT INCLUDED FOB:

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ASING AGENT FOR

Terms:

THIS ORDER IS NOT VALID UNI

TEXAS A&M FOREST SERVICE

ATTACHMENT A **TEXAS A&M FOREST SERVICE PURCHASE ORDER** TERMS AND CONDITIONS

REQUIREMENTS OF AWARDED BID

Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2

addition to the requirements or this form. Unit prices shall Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors. Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for

the bid opening.
Late and/or unsigned bids were not considered under any

Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.

Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order. Bid prices are to be firm for TFS acceptance for 30 days from opening date. Cash discounts offered will be taken if earned.

- earned.

 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason. Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.9
- furnished by TFS upon request.

 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

 SPECIFICATIONS

- 22
- SPECIFICATIONS
 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
 Unless otherwise specified, items shall be new and unused and of current production.
 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.3
- TFS will not be bound by any oral statement or representation contrary to the written specifications of this 2.5
- purchase order.

 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

DELIVERY

- DELIVERY
 Delivery shall be within the quoted number of days
 required to place material in receiving
 designated location under normal conditions.
 days mean calendar days, unless otherwise specified.
 Failure to state delivery time obligates bidder to deliver in
 14 calendar days. Unrealistic delivery promises may
 cause bid to be disregarded.
 If delay is foreseen, vendor shall give written notice to
 TFS. Vendor must keep TFS advised at all times of order
 status. Default of promised delivery (without accepted
 reasons) or failure to meet specifications authorizes TFS
 to purchase supplies elsewhere and charge full increase,

reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. No substitutions permitted without TFS written approval. Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS. Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number. Purchase Order number.

INSPECTION AND TESTS
All goods will be subject to inspection and test by TFS.
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Authorized TFS personnel shall have access to any
supplier's place of business for the purpose of inspecting
merchandise. Tests shall be performed on samples
submitted with the bid or on samples taken from regular
shipment. All costs shall be borne by the vendor in the
event products tested fail to meet or exceed all conditions
and requirements of the specification. Goods delivered
and rejected in whole or in part may, at the TFS' option,
will be returned to the vendor or held for disposition at
vendor's expense. Latent defects may result in revocation
of acceptance. INSPECTION AND TESTS

of acceptance.

AWARD OF CONTRACT AND FORCE MAJURE

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be covered constructed under the laws of the through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majure, the vendor must file a written request to the TFS. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur referencing ITS Purchase Order number. ITS Will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.

PATENTS OR COPYRIGHTS

PATENTS OR COPYRIGHTS

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.

VENDOR ASSIGNMENTS

VENDOR ASSIGNMENTS

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15 01 et seq. (19673). TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.
BIDDER AFFIRMATION

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

certifies that:

The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.

The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.

Neither the bidder nor the firm connection.

any franchise tax owed the State of Texas. Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution nepresented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to Section 2155,004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.

Pursuant to Section 231,006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

may be terminated and payment may be withheld if this certification is inaccurate. Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate. The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract. performance of this contract.

periormance or mis contract.

Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not be that state of these and child support that is owed to the State of Taxes. to the State of Texas.

Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive

Name of State Agency:
Date of Separation from State Agency:
Position with Bidder:
Date of Employment with Biddon

10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
 10.11 Contractor understands that acceptance of funds under this contract age as acceptance of the authority of the

this contract acts as acceptance or rungs under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in

disqualification of the bid.
ALTERNATIVE DISPUTE RESOLUTION

ALTERNATIVE DISPUTE RESOLUTION
The dispute resolution process provided for in Chapter
2260 of the Texas Government Code shall be used, as
further described herein, by Texas A&M Forest Service
and the Contractor to attempt to resolve any claim for

breach of contract made by the contractor:

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise bentitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov1 Code. (b) The contested case process provided in Chapter 2260. parties cannot resolve in the ordinary course of business under Chapter 2260, subchapter C, Texas Gov't Code, (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A), (c) Compiliance with the contested case process provided to the contested case process are selected.

resorve meir disputes under this subparagraph (A).

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the

the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

PUBLIC DISCLOSURE

PUBLIC DISCLOSURE

(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information

Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552. Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552 002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261,253(a)(1), Texas Government Code.

Agreement on its internet website in compliance with Section 2261,253(a)(1), Texas Government Code. REHAB ACT, VEVRAA, SECTION 503

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran color, religion, sex, national origin, protected veteran status or disability.

Peter Rogen

BID OPENING: September 22, 2020

INVITATION FOR BID - RETURN SEALED BIDS TO:

BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID Texas address is shown as the address of the

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT 200 TECHNOLOGY WAY STE 1151 COLLEGE STATION TX 77845-3424

Page 2 of 11

*By signing this quotation, bidder certifles that if a bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20,32(68). AUTHORIZED SIGNATURE ROGELL

Delivery in _____ days

PHONE 979-458-7380 FAX 979-458-7387

PETER ROJELL 9-8-202	MPORTANT NOTICE: IF BIDDING EACH BID MUST BE PLACED IN A	@ 2:00 p.m. CST BID NO; IFB-21-001					
VENDOR ID NIJMBER	 SEPARATE ENVELOPE WITH BID OPENING DATE AND BID NUMBER ANNOTATED IMMEDIATELY 						
SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER)	BELOW RETURN ADDRESS ON SEALED BID	QUOTE F.O.B. UNLESS OTHE	DESTINATION OF STATE	IN, FREIGHT PREPA TED WITHIN THE SF	ID AND ALLOWED		
COMPANY NAME	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS TO THIS IFB.	Texas A&M Forest Service ATTN Kirk Risinger 245 Texas Forest Service Loop Lufkin, TX 75904					
7100 TECHNULUMY DRIVE ADDRESS WESTMELLOWNE FL 32904 STATE 32904 321-431-6208 BROGELL OBK TECHNULUMY TECHNULUM TECHNUL							
When mailing in bids, bid number and		Guanilty	Von.	Unitities	e par expendance		
Indicated on the lower left corner of the Faxed bids will be accepted only at the top of this form. Class and Item Code: 726-88, 726-89, & ATTENTION Only bids on items conforming exactly to considered in determining an award. "Conforming exactly to these specification brand name(s), make(s) and model number this bid invitation.	726-90 these specifications will be						
GENERAL Charles Tice may be e-mailed at ctice@! 325-261-2712 for clarification of technical: Toler may be e-mailed at danielle.toler@t 979-458-7380 for general questions regar (IFB). No authority is intended or implied that spe or amended except as authorized by w Texas A&M Forest Service (TFS) Purchasir Check below to claim preference under TAC Rule 20.36 Quipties, malefals or squipment; produced in TX/offered by TX bidder Agriculture products produced or grown in TX Agriculture products and services offered by TX bidder USA produced supplies, malefals or physical disabilities Vendors that meat or exceed air quality standards	specifications only. Danielle tts.tamu.edu or telephoned, rding this Invitation For Bid ecifications may be changed	Energy efficiency effi	ant products esphelt pavin	og malerial			
Goods produced or offered by service-disabled veterans Menufacturer that has recycle program for computer equipment		() Products an	d servines for		ON THE PROPERTY OF THE PROPERT		

days

Cash Discount

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Page 10 of 11

INVITATION FOR BID - RETURN SEALED BIDS TO:

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT 200 TECHNOLOGY WAY STE 1151 COLLEGE STATION TX 77845-3424 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: September 22, 2020 @ 2:00 p.m. CST

BID NO: IFB-21-001

HON	E 979-458-7380 FAX 979-458-7387 VENDOR:		chun	Logicis	
SALV	Description (Control of Control o	commuy	TOOMS	WOMEN AND	DESEXTERES
	ITEM/BID				387 250 500 500
1	KNG2-P150 - PORT, G2, VHF, 6W, 5000 CH, 136-174MHZ Bendix King Only (No Substitutions)	200	EA	\$\$	\$239,800
2	KAA0818 - ANTENNA, VHF, 150-170MHZ, SMA, KNG-P150 Bendix King Only (No Substitutions)	230	EA	\$_25.00	\$_5,750°
3	KAA0120 - BATTERY CLAMSHELL, "AA" CELL HOLDER, KNG-P150 Bendix King Only (No Substitutions)	230	EA	\$ 32.50	\$ 7,475
١	KAA0303-1 - CHARGER, DESK TOP, 1-BAY, KNG Bendix King Only (No Substitutions)	210	EA	\$ 100.°°	\$21,000°
5	KAA0103 - BATTERY PACK, LI-ION, 2300MAH Bendix King Only (No Substitutions)	230	EA	\$ 82,50	\$ 18,9750
	KAA0400 - BELT CLIP FOR KNG Bendix King Only (No Substitutions)	50	EA	\$ <u>12.50</u>	\$ 625,00
	GRAND TOTAL \$				\$ <u>293,625</u>
	•				
	QUOTE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED				
	*Delivery (specify on page 2 - highlighted)				
	TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID ANY EXCEPTIONS THERETO MUST BE IN WRITING				
	Notice: Bidders are cautioned to carefully read all parts of this				
1 2	bid invitation and to ensure all requested bidder information is completed,				