



REQUEST FOR PROPOSALS
for
**Uniform Management & Laundering
Services**
Issued by
THE CITY OF FAIRFAX, VIRGINIA



In collaboration with



SOLICITATION NUMBER RFP90232

RFP WEBSITE: <https://eva.virginia.gov>



Attachment 00 RFP OVERVIEW

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the City of Fairfax, Virginia (“Lead Entity”) in collaboration with the Procurement Professionals Alliance RFXPremier cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements for Uniform Management & Laundering Services.

About RFXPremier

RFXPremier is a division of the Procurement Professionals Alliance (PPA), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with RFXPremier’s Lead Entity Model, the Lead Entity is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Sourcing Team, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Participation in RFXPremier Master Agreements is convenient and cost-effective for Eligible Entities—including all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations—and suppliers, with no membership or registration required.

More information about PPA, RFXPremier, and the RFXPremier Lead Entity Model can be found at www.p2alliance.org and www.rfxpremier.org and in Attachment 05, Participation Information.

II. GENERAL INFORMATION AND INSTRUCTIONS

- A. **RFP Contact.** The following individual is the sole contact for this RFP:
David Kundid
Contract Specialist II
City of Fairfax, VA
David.kundid@fairfaxva.gov
703-385-7987
- B. **RFP Website.** The following website is the sole official source for RFP information and updates:
<https://eva.virginia.gov>
- C. **Contract Term.** The initial term of the master agreement shall be from date of award for three (3) years with the option for two (2) additional one-year periods.
- D. **Renewals.** Prior to any renewal, the Lead Entity shall subjectively consider the value of the contract, the Supplier’s performance and review of current pricing and discounts offered by Supplier. If it is determined changes to the Master Agreement are required as a condition precedent to renewal, the Lead Entity and Supplier will cooperate to evidence such required changes in an addendum.
- E. **RFP Documents.** This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the Lead Entity to the RFP Website, as amended:
 - 1. Attachment 01, RFP Terms and Conditions
 - 2. Attachment 02, Scope of Work
 - 3. Attachment 03, RFP Evaluation Plan
 - 4. Attachment 04, Sample Master Agreement

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5. Attachment 05, Participation Information
6. Attachment 06, Protest Information
7. Attachment 07, Offeror Information, Acknowledgements, and Certifications
8. Attachment 08, Offeror Response Worksheet
9. Attachment 09, Cost Proposal
10. Attachment 10, Proposed Modifications to Sample Master Agreement
11. Attachment 11, Claim of Business Confidentiality

F. Important Dates.

1. **RFP Open Date:** March 28, 2025
2. **RFP Pre-Proposal Conference:** April 15, 2025, at 11:00 A.M. Eastern Standard Time
 - a. Attendance to the RFP Pre-Proposal Conference is optional, and registration is required.
 - b. Offerors shall attend virtually via Microsoft Teams. To participate virtually, contact the RFP Contact for Microsoft Teams information.
3. **RFP Q&A Deadline:** April 25, 2024, at 3:00 P.M. Eastern Standard Time
4. **RFP Close Date:** May 14, 2025, at 3:00 P.M. Eastern Standard Time

Dates and deadlines are subject to change. Offerors should continue checking the RFP Website for the most up-to-date information.

G. How to Ask Questions.

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. For questions about the content of this RFP, send your questions via email to the RFP Contact. Questions must reference the specific section of the RFP to which the question relates.
3. For assistance with technical issues associated with the RFP Website, contact <https://eva.virginia.gov/get-help-customer-care-forms.html>

H. How to Respond.

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. Prepare a proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in Attachment 08, Offeror Response Worksheet;
 - d. Clearly demonstrates your ability to meet the Scope of Work described in Section 2 and Attachment 02; and
 - e. Includes all required submissions identified in Section 2.
3. Submit your proposal by the RFP Close Date electronically through the RFP Website.

III. SCOPE OF WORK

A detailed description of the Deliverables being sought through this RFP is attached as Attachment 02, Scope of Work.

The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead Entity or any other eligible entity.



Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested.

The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be three (3) years, with the option to exercise renewals totaling up to an additional two (2) years following the initial term, upon mutual agreement by the Lead Entity and Contractor.

IV. OFFEROR RESPONSE

A. **Required Submissions.** The following must be submitted with your proposal:

1. Any response required to be submitted directly through the RFP Website.
2. Completed and signed Attachment 07, Offeror Information, Acknowledgements, and Certifications
3. Completed Attachment 08, Offeror Response Worksheet
4. Completed Attachment 09, Cost Proposal, submitted as a separate document and separate file, if submitting electronically
5. Completed Attachment 10, Proposed Modifications to Sample Master Agreement
6. Redlined copy of Attachment 10, Sample Master Agreement, if proposing modifications
7. Completed and signed Attachment 11, Claim of Business Confidentiality
8. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information

B. **Other Documents.** The following are informational only and do **not** need to be submitted with your proposal:

1. This RFP Overview
2. Attachment 01, RFP Terms and Conditions
3. Attachment 02, Scope of Work
4. Attachment 03, RFP Evaluation Plan
5. Attachment 04, Sample Master Agreement
6. Attachment 05, Participation Information
7. Attachment 06, Protest Information

V. EVALUATION AND AWARD PROCESS

A. Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment 03, RFP Evaluation Plan.

1. **Stage 1: Initial Responsiveness Evaluation.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses will be scored accordingly in accordance with Attachment 01, RFP Terms and Conditions. Proposals which are substantially incomplete or lack key information may be eliminated from further consideration by the Lead Entity. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. **Stage 2: Mandatory Minimum Requirements Evaluation.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment 03, RFP Evaluation Plan may be eliminated from further consideration in accordance with Attachment 01, RFP Terms and Conditions, as noted above.
3. **Stage 3: Technical Criteria Evaluation.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment 03, RFP Evaluation Plan. Experience and Qualifications, ability to meet the

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scope of work, and production selection. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities.

4. **Stage 4: Cost Evaluation.** Cost Proposals will be evaluated for Offerors advanced for further consideration following evaluation of Technical Criteria based on the services listed in Attachment 03, RFP Evaluation Plan. Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead Entity. Costs determined not to be reasonable or best-value by the Lead Entity may result in all or part of Offeror's proposal being scored accordingly and not advanced for further consideration.
 5. All weighted scores will be totaled to arrive at the supplier's total scored evaluation. See Attachment 03, RFP Evaluation Plan for further details. The Lead Agency reserves the right to (I) negotiate any and all elements of the RFP, (II) require supplemental statements of information from any offeror, (III) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP.
 6. In accordance with Commonwealth of Virginia § 2.2-4302, Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the criteria involved in the Request for Proposal, including price if the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Sourcing Team shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror(s). Should the Sourcing Team determine in writing and in its sole discretion that only one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
 7. It is anticipated that this RFP may result in Master Agreement award(s) to multiple Contractors, at the Sourcing Team's discretion. The evaluation process is designed to award the contract resulting from this RFP to the Supplier(s) deemed to be the most responsive and responsible concerning requirements outlined in the Technical Requirements.
- B. After evaluations are completed, the Sourcing Team will determine which proposals are most advantageous to the Lead Entity and potential Participating Entities and Purchasing Entities. An award will be made to the Offeror(s) which, in the opinion of the Sourcing Team, has made the best proposal and provides the best value.
- C. Prior to announcement of awards and execution of Master Agreements, the Lead Entity will present an award recommendation to RFXPremier for approval of the proposed awards.
- D. Following approval of RFXPremier, the City of Fairfax will publicly post such notice online at <https://eva.virginia.gov> for a minimum of ten (10) calendar days. Contracts will be awarded to eVA registered vendors only.



Attachment 01 RFP TERMS AND CONDITIONS

This RFP and Offeror's participation therein is subject to the following terms and conditions:

I. DEFINITIONS

- A. **Award** or **award** means the identification of Offerors eligible to execute a Master Agreement following completion of the Sourcing Team's evaluation.
- B. **Authorized Dealer** means a dealer authorized by a manufacturer to sell products manufactured by the manufacturer.
- C. **Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead Entity, the Sourcing Team, PPA, or RFXPremier.
- D. **Contractor** means an Offeror with whom the Lead Entity executes a Master Agreement resulting from this RFP.
- E. **Day** means a calendar day, unless otherwise indicated.
- F. **Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- G. **Eligible Entity** means all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.
- H. **eVA** means Commonwealth of Virginia's Internet electronic procurement solution website portal <http://www.eva.virginia.gov> that streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with Commonwealth of Virginia state agencies and public bodies. Reference Attachment B Item X entitled "eVA Business To-Government Vendor Registration, Contracts, and Orders" for important information on eVA. Obtain more information on eVA at www.eva.virginia.gov and click on "I Sell to Virginia"
- I. **Interested Entity** means an Entity that has requested to be identified as a potential Participating Entity in this RFP.
- J. **Lead Entity** means the Entity issuing this RFP.
- K. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead Entity, acting in collaboration with RFXPremier.
- L. **Sourcing Team** means the group of individuals assisting the Lead Entity with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- M. **PPA** means the Procurement Professionals Alliance.
- N. **RFXPremier** means the cooperative contracting division of PPA.
- O. **Offeror** means an entity or individual submitting a proposal in response to this RFP.
- P. **Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- Q. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).



- R. **Participating Entity** means an entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- S. **Proposal** or **proposal** means the document(s), data, information, and other media submitted by an Offeror in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead Entity.
- T. **Purchasing Entity** means an entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
- U. **RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead Entity to the RFP Website, as amended.
- V. **RFP Close Date** means the date and time identified in Section [II.D.4] of the RFP Overview.
- W. **RFP Contact** means the individual identified in Section [II.A] of the RFP Overview.
- X. **RFP Open Date** means the date and time identified in Section [II.D.1] of the RFP Overview.
- Y. **RFP Q&A Deadline** means the date and time identified in Section [II.D.3] of the RFP Overview.
- Z. **RFP Website** means the website identified in Section [II.B] of the RFP Overview.
- AA. **Solicitation Number** means the number identified on the cover page of the RFP Overview and in the header of each attachment to this RFP.

II. GOVERNING LAW AND VENUE

- A. This RFP and Offeror's participation in it is governed by and construed in accordance with the laws of the state where the Lead Entity is located.
- B. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state where the Lead Entity is located.
- C. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the State where the Lead Entity is located.
- D. Offeror and Offeror's participation in this this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- E. All Deliverables proposed by Offeror must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP DOCUMENTS

- A. **RFP Website.**
 - 1. The RFP Website is the sole source for official RFP documents and updates. The Lead Entity may, but is under no obligation to, notify Offeror of updates to the RFP Website, including the posting of RFP amendments.
 - 2. Documents from this RFP may be posted on multiple websites, including non-Lead Entity procurement solicitation boards and the RFXPremier website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead Entity.
- B. **RFP Amendments.**
 - 1. The Lead Entity may, at any time and in its sole discretion, issue one or more amendments to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website.



2. Offerors may, through the process described in this RFP for asking questions, propose amendments to the RFP, including adjustment of deadlines. The Lead Entity is not obligated to consider any proposed amendment.
3. The Lead Entity may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
4. The Lead Entity may make immaterial corrections or clarifications to the RFP.
5. Offeror is wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

C. Waiver.

1. The Lead Entity may waive any requirement in this RFP if the Lead Entity determines that waiver is in the best interest of the Lead Entity and potential Participating Entities and Purchasing Entities.
2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
3. The Lead Entity may waive minor irregularities or defects in an Offeror's proposal.

D. Conflicts and Issues.

1. The following should be brought to the attention of the Lead Entity using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment 06, Protest Information:
 - a. Any alleged conflict among the materials composing this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anti-competitive, or unlawful.
2. Any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b will be filed no later than the RFP Close Date. Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b if not filed by the RFP Close Date.

IV. PROPOSALS

- A. Late Delivery or Non-delivery of Proposal.** Offeror is wholly responsible for ensuring Offeror's proposal is complete and submitted timely to the Lead Entity in the format required by this RFP. The Lead Entity will not accept a proposal after the RFP Close Date.
- B. Modified and Alternate Proposals.** Offeror is expected to submit Offeror's most favorable terms and pricing in its original proposal submitted by the RFP Close Date. The Lead Entity is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate proposals will not be accepted unless otherwise specified in this RFP.
- C. Discussions, Clarifications, and Demonstrations.** The Lead Entity may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Offerors prior to awarding a Master Agreement. Offerors are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. Discussions, clarifications, and demonstrations must be consistent with Offeror's original proposal and will become an addendum to Offeror's proposal.
- D. Cost Proposal.**
 1. Offeror must complete all required elements of Attachment 09, Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs



- among Offerors. Deviation from the format or structure of the Cost Proposal may result in Offeror's proposal being deemed non-responsive.
2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead Entity as a courtesy.
 3. Inclusion of cost or pricing information in any document other than the Cost Proposal may result in Offeror's proposal being deemed non-responsive.
 4. Offeror's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the RFXPremier administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection 5, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
 5. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the RFXPremier administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
 6. In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness by the Lead Entity. Costs determined not to be reasonable or best-value by the Lead Entity, including any cost to which Offeror's proposed markup or discount is to be applied, may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.
 7. At the Lead Entity's discretion, points earned in the Cost Proposal evaluation may be normalized and scaled to award the Offeror earning the highest total cost score the maximum number of cost points possible.

E. Proposed Modifications to the Sample Master Agreement.

1. The Lead Entity may, but is not obligated to, consider proposed modifications to Attachment 04, Sample Master Agreement. Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead Entity using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead Entity.
2. Offeror-specific modifications to Attachment 04, Sample Master Agreement, may be proposed as part of Offeror's proposal in Attachment 10, Proposed Modifications to Sample Master Agreement, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead Entity's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead Entity and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.
3. The following will not be considered by the Lead Entity:
 - a. Any proposed modification not submitted with Offeror's proposal in Attachment 10, Proposed Modifications to Sample Master Agreement;
 - b. Any proposed modification not accompanied by an explanation as required in Attachment 10, Proposed Modifications to Sample Master Agreement;



- c. Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
- d. Any proposed modification merely referencing another document or a URL.
4. Offerors may propose additional terms but must include them in Attachment 10, Proposed Modifications to Sample Master Agreement and must clearly identify where any terms conflict with the Sample Master Agreement.
5. If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment 10, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the RFXPremier website for examination by potential Participating Entities and Purchasing Entities.

F. Proposal Contact.

1. The Proposal Contact identified by Offeror in Attachment 07, Offeror Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead Entity. Offeror must, within 24 hours, notify the Lead Entity of any change to Offeror's Proposal Contact. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead Entity may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.

G. Proposal Development Costs. All costs incurred by Offeror in the preparation and submission of a proposal, including any costs incurred during discussions, clarifications, or demonstrations, are the responsibility of Offeror and will not be reimbursed.

H. Firm Offer. Offeror's proposal will act as a firm offer for 180 days following the RFP Close Date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal in accordance with Virginia's Public Procurement Act.

I. Ownership and Disclosure of Proposals.

1. Hard copy proposals and tangible items submitted by Offeror in connection with this RFP, including physical media and product samples, will become the property of the Lead Entity and may not be returned to Offeror.
2. Offeror grants Lead Entity and PPA a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's proposal, which may be:
 - a. Shared with PPA members;
 - b. Shared with entities represented on the Sourcing Team;
 - c. Posted to the RFXPremier website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
 - d. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
 - e. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
3. If Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment 11, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable



public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead Entity, PPA, PPA members, and entities represented on the Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

- J. Confidential Information.** If Offeror is provided or given access to Confidential Information in connection with this RFP, Offeror will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead Entity and as necessary to respond to this RFP. Unless otherwise directed by the Lead Entity, Offeror will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Offeror's proposal, or execution of a Master Agreement between the Lead Entity and Offeror.

V. RIGHTS RESERVED TO THE LEAD ENTITY

A. RFP Contact and Sourcing Team.

1. The Lead Entity may change the RFP Contact at any time. The Lead Entity will notify potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP Website.
2. The Lead Entity is not required to disclose the composition of the Sourcing Team and may, at any time and without notice, change the composition of the Sourcing Team, provided the composition complies with the Lead Entity's laws, rules, and policies.

- B. Consideration of External Information.** The Lead Entity and Sourcing Team may consult external sources and consider external information to confirm the responsibility of Offeror, the responsiveness of Offeror's proposal, and the veracity of any representation made by Offeror. Offeror will be given a reasonable opportunity to respond to any external information obtained by the Lead Entity and Sourcing Team that materially and negatively affects evaluation of Offeror's proposal. External information does not include information obtained from references provided by Offeror.

- C. Rejection of Proposals.** The Lead Entity may reject Offeror's proposal at any time if the Lead Entity determines that:

1. The proposal is non-responsive;
2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
3. Offeror is not responsible; or
4. Offeror has committed a violation of procurement law, rule, or policy.

D. Cancellation.

1. The Lead Entity may cancel this RFP at any time if the Lead Entity determines that cancellation is in the best interest of the Lead Entity and potential Participating Entities and Purchasing Entities.
2. Following cancellation, the Lead Entity may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.

E. No Exclusivity.

1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead Entity, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.
2. The Lead Entity may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead Entity determines that:

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- a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
- b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
- c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.

F. Mandatory State Preferences. The Lead Entity may apply mandatory evaluation preferences to proposals of eligible Offerors as set forth in applicable laws, rules, policies, or provisions of this RFP. Offeror is wholly responsible for demonstrating eligibility for any applicable preference in Offeror's proposal, including identification of applicable Business Certifications in Attachment 07, Offeror Information, Acknowledgements, and Certifications. Offerors that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead Entity but will not be awarded a RFXPremier Master Agreement for use by other states and eligible entities.

G. Conditional Awards.

1. Award and execution of a RFXPremier Master Agreement by the Lead Entity is conditioned upon the following:
 - a. Approval by RFXPremier;
 - b. Approval by any individual or group of individuals required to approve Lead Entity awards or contracts, including but not limited to legal counsel, an overseeing board, or Entity head;
 - c. Continued eligibility for award following resolution of any protests received by the Lead Entity; and
 - d. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Lead Entity, awarded Offeror, and RFXPremier.
2. Approval of awards and Master Agreements may be in whole or in part.
3. Awards and Master Agreements not approved by RFXPremier may, at the Lead Entity's option, result in a contract for use by the Lead Entity only.
4. Offeror agrees to hold the Lead Entity and PPA harmless and release the Lead Entity and PPA from any liability for damages arising from non-award or non-execution of a contract.
5. Nothing in this section affects Offeror's right to file a protest in accordance with Attachment 06, Protest Information.

H. Term. The Lead Entity may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing RFXPremier portfolio, the Lead Entity may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

VI. POTENTIAL PARTICIPATING ENTITIES

A. Interested Entities.

1. Entities that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested Entities in Attachment 05, Participation Information. This list neither guarantees execution of a Participating Addendum by an Interested Entity nor precludes execution of a Participating Addendum by any entity not identified as an Interested Entity.
2. The Estimated Annual Volume in Attachment 05, Participation Information aggregates usage estimates, self-reported by the Interested Entities, which may be based on any factor considered relevant by each Interested Entities, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.

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3. Some Interested Entities have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment 05, Participation Information are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead Entity. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

B. Potential Participation by Canadian Entities. In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.

VII. NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.



Attachment 02 SCOPE OF WORK

I. OVERVIEW AND DEFINITIONS

The purpose of this RFP is to establish a Master Agreement(s) with qualified Offerors to provide competitive pricing for a uniform management system across two distinct award categories: 1) Uniform Rental & Laundering Services; 2) Uniform Sales to all Participating States and Political Subdivisions. The Master Agreement(s) will allow Participating Entities access to high-quality uniforms through both rental and direct purchase models, enabling them to meet their uniform needs efficiently and cost-effectively. Suppliers may be awarded in one or both categories.

This RFP is designed to provide interested Offerors with sufficient information to submit Proposals meeting the requirements. It is not intended to be comprehensive. Each Offeror is responsible for determining all factors necessary for submission of a comprehensive Proposal. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements. The objective of the RFP is to obtain best value, and in some cases, achieve more favorable pricing than is obtainable by an individual state and local government entities.

The Master Agreement(s) resulting from this RFP may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States.

II. MASTER AGREEMENT OBJECTIVES

The Master Agreement(s) resulting from this RFP are designed to provide a comprehensive, flexible solution for Participating Entities to fulfill their uniform requirements. The key objective of this multi-award cooperative agreement is to serve as a one-stop contract, allowing a Participating Entity to select from a range of uniform services—whether they require rental and laundering services, direct purchase of uniforms, or both.

A. Uniform Management System

The Contractor shall implement a comprehensive management system to address all the uniform management requirements for a Participating Entity. The management system shall handle all aspects of uniform procurement and distribution, guaranteeing that government employees consistently have access to the necessary uniforms in a timely manner.

B. Flexible Uniform Procurement Options

The Master Agreement(s) offer Participating Entities the ability to either rent uniforms through a full-service model that includes laundering, maintenance, and repairs, or to purchase uniforms outright for their staff. This flexibility ensures that entities can choose the option that best suits their operational and financial requirements.

C. Streamlined, Cost-Effective Solutions

By consolidating both rental and sales services under one cooperative contract, this Master Agreement eliminates the need for multiple procurements, allowing Participating Entities to streamline their uniform procurement process. This reduces the administrative burden while providing access to competitive pricing and a variety of service providers.

D. Wide Range of Participants

The Master Agreement(s) is structured to serve a diverse group of Public Entities, including but not limited to public transportation agencies, higher education institutions, local governments, municipalities, school districts, and state agencies. These entities can leverage the cooperative's volume purchasing power to secure favorable pricing and terms from qualified vendors.



E. Vendor Competition and Choice

The multi-award structure promotes healthy competition among vendors, enabling participating entities to select from multiple providers offering various uniform styles, materials, services, and price points. This ensures that entities have access to customized solutions based on their unique needs.

F. Long-Term Efficiency and Scalability

The Master Agreement(s) is designed to support long-term relationships between entities and vendors, allowing for scalable services as needs grow or change. Whether an entity's needs are small and local or large and regional, this contract is structured to evolve with the organization's requirements.

G. Sales and Support

The Offeror shall maintain sales team to support Participating Entities across all territories of the United States. The sales team shall assist Participating Entities, resolve problems, assist in cross-referencing products and facilitate the return of goods process. The Contractor shall notify a Participating Entity of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. The sales team shall have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, national contract pricing, contract product offerings and general product information. The sales team shall be available by phone or email.

H. Return of Goods

Products judged by the Purchasing Entity to be unacceptable may be rejected in whole or part. All costs associated with rejection are the responsibility of the Contractor. Over-shipments may be accepted at the discretion of the Purchasing Entity. The Contractor shall be responsible for the disposition of all defective, damaged, or rejected over-shipped products. Return authorization shall be provided by the Contractor within ten (10) business days of written notification.

I. Product Additions

The Lead Entity recognizes that products and product line additions to the Contractor's standard commercial catalog during the life of the contract are likely to occur. The Lead Entity considers these additions as enhancements and will accept any and all new products that are similar to the current product(s) and product line(s). A Contract Modification will not be required for new product(s) added to the Contractor's catalog that are consistent with pre-established contract items and discount structure.

J. Business Days

An order received prior to 12:00 P.M. EST shall be processed starting the next business day, while an order received after 12:00 P.M. EST on a business day will be processed starting the preceding business day.

III. MASTER AGREEMENT DELIVERABLES

The Contractors awarded under this master Agreements(s) will be responsible for delivering a comprehensive range of products and services to meet the uniform needs of participating entities. The following high-level deliverables are expected:

A. Uniform Rental & Laundering Services

Contractors providing **Uniform Rental & laundering Services** are expected to deliver:

- 1. Properly Sized Uniforms:** Ensuring that uniforms are properly fitted to employees, accommodating a range of sizes and styles. All sizes must be available in regular, big and tall, and in Men's and Women's sizes as applicable by item.
- 2. Reliable Pickup and Delivery:** Providing consistent weekly service for the pickup, laundering, and delivery of uniforms.



3. **Customer Support:** Offering dedicated customer service channels and account management to assist entities in managing their uniform rental needs.
4. **Efficient Employee Onboarding:** Facilitating the onboarding of new employees into the rental program, ensuring they receive uniforms promptly.
5. **Customization Options:** Allowing for uniform customization, such as logos and name tags, as required by the entity.

B. Uniform Sales

Contractors providing **Uniform Sales** are expected to deliver:

1. **Flexible Purchasing Options:** Offering uniform purchases through stipends or allowances provided by the participating entities.
2. **New Apparel Offerings:** Working with entities to introduce new uniform styles and materials as part of the contract.
3. **Online and/or In-Store Capabilities:** Providing an online ordering platform with visual representations of uniforms and, where available, in-store showroom options.
4. **Variety and Availability:** Ensuring a range of uniform sizes and styles are available with reasonable lead times for fulfillment. All sizes must be available in regular, big and tall, and in Men's and Women's sizes as applicable by item.
5. **Customization Options:** Providing the ability to add customizations such as embroidery, logos, patches, etc., to the uniforms as requested by the participating entities.

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

Contractors awarded under this Master Agreement are responsible for delivering services and meeting specific expectations for the Lead Entity, Participating Entities, and Purchasing Entities. Responsibilities include clear communication, service delivery, and accountability.

A. Uniform Rental and Laundering Services

Contractors providing Uniform Rental and Laundering Services are expected to perform the following responsibilities and tasks:

1. **Onboarding and Employee Management**
 - a. Collaborate with each Participating Entity to efficiently onboard employees into the rental program, ensuring prompt sizing, uniform assignment, and minimal lead time for new employees. This includes maintaining accurate records of uniform distribution and establishing the set number of uniforms per employee.
 - b. Establish with each Participating Entity the number of floor mats, mops, shop rags and other related services to be included in each delivery.
 - c. The Contractor shall measure new employees within two (2) business days of entity request and supply the employee with uniforms within 10 working days of the measurement date.
2. **Weekly Delivery, Pickup, and Locker Management**
 - a. Establish and coordinate weekly delivery and pickup schedules with each Participating Entity. Contractors must ensure uniforms, floor mats, mops and shop rags are collected, laundered, and returned in a timely manner.
 - b. The Contractor shall have three (3) business days to supply any missing garments. Should inventory discrepancies occur, the Contractor shall have two (2) business days to investigate said discrepancy.
 - c. Contractors are responsible for providing lockers or other secure storage solutions at each Participating Entity's location, ensuring clean uniforms are properly stored and easily accessible to employees. Lockers must be regularly maintained, and Contractors should coordinate with Participating Entities on locker placement and access.
 - d. The Contractor shall provide Participating Entity one (1) business days' notice for any delivery changes to the established delivery schedules.



3. Uniform Style and Size Management

- a. Offer a variety of uniform styles and sizes that meet the specific needs of the entity. Contractors must ensure the timely provision of uniforms with sizes available in regular, big and tall, and in Men's and Women's sizes as applicable by item and make accommodations for restocking or resizing as necessary, especially for new employees.
- b. All patches or logos shall be sewn on to the specification of the entity at no additional cost to the Participating Entity.
- c. The Contractor shall be required to take measurements of an employee within two (2) business days following the request of the Participating Entity. The Contractor shall take the measurements at the Participating Entity's facility. The Contractor shall not charge for measurements or tailoring services.

4. Invoicing and Reporting

- a. Work with each entity to establish clear invoicing procedures, detailing all rental, laundering, and locker services provided. Invoices must reflect the accurate use of uniforms and services.
- b. Provide weekly reporting on uniform inventory, locker management, service delivery, and overall program performance, ensuring transparency and accountability to the Lead and Participating Entities.

5. Uniform Tracking and Accountability

- a. Implement a uniform tracking system to monitor the movement of uniforms from delivery to pick up, ensuring accountabilities for all uniforms in use. This includes tracking items stored in lockers, returned for laundering, and any losses or discrepancies.
- b. All uniforms shall be tagged with individual employee names if Participating Entity requires or bar code labels on the inside of each garment for tracking.

6. Customer Service and Account Management

- a. Maintain dedicated customer service and account management teams to address any concerns, provide support, and ensure seamless service delivery. Contractors must respond promptly to issues related to uniform rental, laundering, and locker management, ensuring a smooth experience for all Participating Entities.

B. Uniform Sales

Contractors providing Uniform Sales are expected to fulfill the following responsibilities and tasks:

1. Stipend/Allowance Management

- a. Implement a system that allows employees to utilize stipends or allowances for uniform purchases. Contractors must manage employee profiles, ensuring that only approved uniform options are accessible and purchases stay within the provided spending limits.

2. Access to Uniform Offerings

- a. Ensure employees have access to their entity's uniform offerings through a customized online platform or in-store showroom. The platform should display all approved uniform styles and allow employees to only make selections based on their Participating Entity's specifications.

3. Lead Time for New Employees

- a. Contractors must ensure that new employees can quickly receive uniforms, either through online or in-store purchases. Lead times for uniform sizing and delivery must be minimized, with clear communication on expected fulfillment times.

4. Sizing Options and On-Hand Stock for Fitting

- a. Provide a wide range of uniform sizes and work with each Participating Entity to offer an inventory of sample sizes that can be kept on hand. This allows new employees to try on uniforms for proper sizing before making purchases. Contractors must coordinate with Participating Entities to supply these samples, ensuring they match the entity's approved uniform styles.



- b. All sizes must be available in regular, big and tall, and in Men's and Women's sizes as applicable by item.

5. Customization and Personalization

- a. Offer customization options such as embroidery / silk-screening for logos, name tags, or other entity-specific identifiers for uniforms, ensuring that all uniforms meet the unique branding requirements of the entity.
- b. Offer embroidery at no additional cost for recognition/special occasion patches to uniforms already purchased by the employee.

6. Invoicing and Account Management

- a. Work with entities to establish clear invoicing procedures that track individual employee purchases, including stipends or allowances used. Contractors must provide detailed, timely invoices and offer account management tools to monitor employee spending and uniform purchases.

7. Customer Service and Support

- a. Maintain robust customer service and account management support for both entities and employees. This includes assistance with uniform selection, resolving any issues related to orders, and providing ongoing support throughout the term of the contract.

B. Participating Entity Terms and Conditions

The Contractor shall understand each Participating Entity reserves the right to negotiate additional terms and conditions in its Participating Addendum. Contractor shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

C. Insurance

Contractors shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

1. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below: (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate; Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
2. Offeror / Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
3. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
4. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order

D. Changes in Contractor Contact

The Contractor shall notify the Contract Administrator of any changes in the company status, such as mergers, sell-offs, discontinuation of equipment, addition of equipment lines and changes



in the contact information of the Contract. The Contract Administrator shall be able to contact the Contractor at all times during business hours.

E. Annual Review Meeting

The Lead Entity Contract Administrator may coordinate a date and time that aligns with the Contractor, Contract Administrator, and Multistate Sourcing Teams schedule for the annual review meeting. The Offeror shall be available to attend the Annual Review Meeting. RFXPremier will determine the time and location for the Annual Review Meeting.

F. Quarterly Reporting

The contractor shall submit a quarterly sales report directly to RFXPremier no later than thirty (30) days following the end of each quarter.

G. Administrative Fees

1. The Contractor shall pay RFXPremier, or its assignee, RFXPremier Administrative Fee of one percent (1.00%) no later than sixty (60) days following the end of each calendar quarter. The RFXPremier Administrative Fee shall be submitted quarterly and is based on all sales and services under the Master Agreement. The RFXPremier Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with the proposal.
2. Additionally, a Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. **Unless otherwise negotiated by the Participating Entity**, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the RFXPremier administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

V. LEAD ENTITY RESPONSIBILITIES AND TASKS

A. Solicitation Process Management

1. Develop, issue, and manage the Request for Proposals (RFP) in compliance with applicable procurement laws and regulations.
2. Serve as the point of contact for questions, clarifications, and any modifications during the solicitation process.
3. Ensure transparency, fairness, and competition throughout the evaluation process, working in coordination with the cooperative's governance guidelines.

B. Evaluation and Award

1. Lead the evaluation of proposals in accordance with the established criteria.
2. Coordinate evaluation committee activities, including scoring and discussions, to recommend contractors for award to RFXPremier.
3. Notify awarded contractors and oversee the finalization of master agreements.

C. Master Agreement Oversight

1. Execute Master Agreement(s) with awarded Contractor(s) on behalf of the Cooperative and Participating Entities.
2. Ensure that all agreements reflect the scope of work, deliverables, contractor responsibilities, pricing, and service levels as outlined in the RFP.
3. Manage any amendments, renewals, or extensions of the Master Agreement(s) as needed.

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D. Adjustment in Pricing

The Lead Entity Contract Administrator and Sourcing Team shall review the Contractor request for a price or rate adjustment at least forty-five (45) days prior to the effective date. The Lead Entity Contract Administrator shall notify the Contractor their requested price or rate adjustment was approved. If rejected the Lead Entity Contract Administrator shall request the Contractor to resubmit their price or rate adjustment for approval at least thirty (30) days prior to the effective date.

E. Contract Extensions

The Lead Entity Contract Administrator shall give the Contractor written notice of its intent whether to exercise each renewal option no later than ninety (90) days before the end of the Contract's then-current term.

F. Participating Addendum Escalation Contact

The Lead State Contract Administrator shall be the escalation contact for a Participating Entity when the Contractor fails to respond to correspondence with the Participating Entity or if an issue or problem is not resolved in a timely fashion.



Attachment 03 RFP EVALUATION PLAN

Stage 1: Initial Responsiveness Evaluation. Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses will be scored accordingly in accordance with Attachment 01, RFP Terms and Conditions. Proposals which are substantially incomplete or lack key information may be eliminated from further consideration by the Lead Entity. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Stage 2: Mandatory Minimum Requirements Evaluation. Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements.

Criteria	Evaluation	Result
U.S. Based Company	Pass/fail	
The Offeror shall provide uniform rentals or uniform sales to all territories of the United States.	Pass/fail	
The Offeror shall be in business a minimum of three (3) years providing uniforms.	Pass/fail	
Minimum three (3) References.	Pass/fail	
Stage 2 Result:		

Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment 03, RFP Evaluation Plan may be eliminated from further consideration in accordance with Attachment 01, RFP Terms and Conditions, as noted above.

Stage 3: Technical Criteria Evaluation. Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the following Technical Criteria. The Evaluation Team will fully evaluate and score all Responsive Proposals submitted by Responsible Offerors in accordance with the Technical Criteria.

Criteria	Technical Points Possible	Offeror's Technical Points Earned
Experience, Skills, and Qualifications	150	
Service Delivery and Logistics	150	
Account Management and Customer Service	150	
Technology and Online Functionality	150	
Product Quality and Variety	75	
Implementation and Promotion of the RFXPremier Master Agreement	25	
Stage 3 Total:		
	700	

Offerors earning a minimum of 450 points will move on to the Cost Evaluation. The proposal of any Offeror not earning a minimum of 450 points will not advance for further consideration.

Stage 4: Cost Evaluation. Cost Proposals will be evaluated for Offerors advanced for further consideration be earning a minimum of 450 points following evaluation of Technical Criteria. **The Cost Proposal for each Category (Categories are: Uniform Rental and Uniform Sales) is scored independently and combined with the Technical Score to determine Total Points Earned.** The formula for calculating total points earned for RFP Proposal is **Technical Score + Uniform Rental = Total Points Earned or Technical Score + Uniform Sales = Total Points Earned.** The Offeror shall complete Attachment 9, Cost Proposal to enter the appropriate information to provide their Cost Proposal. The Offeror is not required to provide a Cost Proposal for both Uniform Rental and Uniform Sales.

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For example: (Technical Score) 500 Points + (Cost Proposal for Uniform Rental) 250 Points = 750 Totals Point Earned.

For example: (Technical Score) 500 Points + (Cost Proposal for Uniform Sales) 300 Points = 800 Totals Point Earned.

PROPOSED COSTS

Uniform Rental & Laundering Services

Item Description	Unit of Measure	Offeror's Cost	Cost Points Possible	Offeror's Cost Points Earned
Work Shirt (Cotton Blend, Short Sleeve)	Per Week		30	
Work Shirt (Cotton Blend, Long Sleeve)	Per Week		30	
Denim Jeans	Per Week		20	
Fire Resistant Denim Jeans	Per Week		20	
Industrial Cotton Work Pant (High Visibility)	Per Week		20	
Work Jacket	Per Week		20	
Coveralls	Per Week		20	
Overalls	Per Week		20	
Percentage Discount off Supplier Catalog	Percentage		30	
Shop Rags 18x8 (Red Shop Towels)	Per Pack		10	
Microfiber Towels 16x16	Per Pack		10	
Nylon/Rubber Floor Mats 4x6	Per Mat		10	
Nylon/Rubber Floor Mats 3x5	Per Mat		10	
Nylon/Rubber Floor Mats 3x10	Per Mat		10	
Mop Heads 36" Head	Per Mop		10	
Percentage Discount off Supplier Catalog	Percentage		30	
Total:			300	

Uniform Sales

Item Description	Unit of Measure	Offeror's Cost	Cost Points Possible	Offeror's Cost Points Earned
Logos and Patches	Pere Logo/Patch		20	
Embroidery – One Color, up to 4,000 Stitches	Per Garment		30	
Embroidery Per Additional 1,000 Stitches	Per 1,000 Stitches		10	
Multi-Colored Embroidery – One Color, up to 4,000 Stitches	Per Garment		30	
Multi-Colored Embroidery Per Additional 1,000 Stitches	Per 1,000 Stitches		10	
Silk Screening Printing 1 Color Image	Per Garment		20	
Silk Screening Printing 2 Color Image	Per Garment		20	
Silk Screening Printing 3 Color Image	Per Garment		20	
Silk Screening Printing 4 Color Image	Per Garment		20	
Silk Screening Printing 5 Color Image	Per Garment		20	
Carhartt	Percentage		5	
Gildan	Percentage		5	
Hanes	Percentage		5	
Port Authority	Percentage		5	
Rep Kap	Percentage		5	

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Dickies	Percentage		5	
Blauer USA	Percentage		5	
Eddie Bauer	Percentage		5	
Ogio	Percentage		5	
Brooks Brothers	Percentage		5	
Russell Athletic	Percentage		5	
Reebok	Percentage		5	
Columbia	Percentage		5	
Bella & Canvas	Percentage		5	
Under Armor	Percentage		5	
Wilson	Percentage		5	
New Era	Percentage		5	
Callaway	Percentage		5	
Oakley	Percentage		5	
Fruit of the Loom	Percentage		5	
Total:			300	

In the Cost Evaluation there are 300 points available for each Category (Cost Item). The proposed Type of Category (Cost Item) shall be compared against the other Offeror’s cost to the Type of Category (Cost Item).

The formula for calculating cost points earned for Proposed Costs is $\text{Lowest Cost} / \text{Offeror's Cost} \times 300 \text{ points}$.

At the Lead Entity’s discretion, points earned in the Cost Proposal evaluation may be normalized and scaled to award the Offeror earning the highest total cost score the maximum number of cost points possible.

Evaluation Summary

Stage	Total Points Possible	Offeror’s Total Points Earned
Technical Criteria Evaluation	700	
Cost Evaluation	300	
Total:	1000	

Award Selection

All Offerors earning a minimum of 650 points combined from the Technical Criteria Evaluation and Cost Evaluation will be eligible for a Master Agreement award. The proposal of any Offeror not earning the minimum of 650 points combined from the Technical Criteria Evaluation and Cost Evaluation will not advance for further consideration.

The Sourcing Team will then determine which proposals are most advantageous to the Lead Entity and potential Participating Entities and Purchasing Entities. An award will be made to the Offeror(s) which, in the opinion of the Sourcing Team, has made the best proposal and provide the best value. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

Prior to announcement of awards and execution of Master Agreements, the Lead Entity will present an award recommendation to RFXPremier for approval of the proposed awards.

Following approval of RFXPremier and the City of Fairfax, Virginia, a public Notice of Intent will be posted at <https://eva.virginia.gov> for a minimum of ten (10) calendar days.



ATTACHMENT 04

RFXPREMIER MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Eligible Entity** mean all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.
- 1.4 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.5 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.6 **Lead Entity** means the Entity administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.7 **Master Agreement** means the underlying agreement executed by and between the Lead Entity, acting in cooperation with RFXPremier, and the Contractor, as now or hereafter amended.
- 1.8 **RFXPremier** is a division of the Procurement Professionals Alliance (“PPA”). RFXPremier facilitates administration of the PPA cooperative group contracting consortium for the benefit of states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. RFXPremier is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead Entity.
- 1.9 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.10 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.11 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education,

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- K-12, or a nonprofit organization that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.14 eVA** means Commonwealth of Virginia's Internet electronic procurement solution website portal <http://www.eva.virginia.gov> that streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with Commonwealth of Virginia state agencies and public bodies. Obtain more information on eVA at www.eva.virginia.gov and click on "I Sell to Virginia"

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead Entity's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead Entity may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead Entity and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead Entity a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead Entity under the applicable laws, rules and regulations to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.3** RFXPremier Master Agreement, including all attachments thereto;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead Entity's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead Entity.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead Entity and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead Entity and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its

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Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1 Eligibility for Participation.** Any Eligible Entity may utilize this Master Agreement as a Participating Entity or Purchasing Entity.
- 4.2 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.3 Applicability of Master Agreement.** RFXPremier Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Reserved.**
- 4.6 Eligibility for a Participating Addendum or Order.** All eligible entities may sign their own Participating Addendum or Order. In all instances, the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead Entity, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead Entity has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not

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limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead Entity prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of RFXPremier, the Lead Entity, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. RFXPremier Provisions

- 5.1 Applicability.** RFXPremier is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of RFXPremier as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 RFXPremier Fee. Contractor shall pay to RFXPremier, or its assignee, a RFXPremier Administrative Fee of one percent (1% or 0.01) no later than sixty (30) days following the end of each calendar quarter. The RFXPremier Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The RFXPremier Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead Entity's solicitation.

5.2.2 Entity Imposed Fees. Some Participating Entities may require an additional fee be paid by Contractor directly to the entity on purchases made on that entities Participating Addendum. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the Participating Entity, Contractor may not adjust the Master Agreement pricing to include the entity's fee for purchases made by Purchasing Entities on the Participating Addendum. No such agreement will affect the RFXPremier Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.

5.3 RFXPremier Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to RFXPremier all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by RFXPremier with reasonable notice to Contractor and without amendment to this Master Agreement. RFXPremier shall have exclusive ownership of any media on which reports are submitted and shall have a

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perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by RFXPremier, report Summary Sales Data to RFXPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by RFXPremier, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by RFXPremier, report Detailed Sales Data to RFXPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by RFXPremier. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by RFXPremier, Contractor shall provide to RFXPremier tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by RFXPremier. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by RFXPremier with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with RFXPremier to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by RFXPremier, provide RFXPremier with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. RFXPremier and Contractor will determine the format and content of the executive summary.

5.4 RFXPremier Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with RFXPremier personnel. Contractor shall present plans to RFXPremier for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of RFXPremier procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by RFXPremier, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor’s website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

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- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead Entity and RFXPremier, which may at the discretion of the Lead Entity be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
 - 5.4.4 Use of RFXPremier Logo.** The RFXPremier and PPA logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA.
 - 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead Entity and RFXPremier of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead Entity or RFXPremier, Contractor shall provide a copy of any such provisions.

5.5 RFXPremier eMarketPlace

- 5.5.1** The RFXPremier cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from RFXPremier's cooperative Master Agreements. This eMarketPlace is provided by PPA at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a RFXPremier Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with PPA, and any third party acting as an agent on behalf of PPA, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the PPA eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the PPA award. Products and/or services not authorized through the resulting PPA cooperative contract should not be viewable by RFXPremier eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by RFXPremier eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4** Contractor agrees that PPA controls which Master Agreements appear in the eMarketPlace and that PPA may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead Entity reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead

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- Entity and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** PPA Participating Entities may have their own procurement system, separate from the PPA eMarketPlace, that enables the use of certain PPA Master Agreements. In the event one of these entities elects to use this RFXPremier Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and PPA to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, PPA will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with PPA to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 5.5.11.1** Contractor's PPA eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 5.5.11.3** PPA will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
- 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to PPA, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead Entity under this Master Agreement are reflected in the eMarketPlace.
- 5.5.11.3.2** Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.
- 5.5.11.3.3** eQuoting. PPA will work with Contractor to set up participation and use to provide eQuotes through the PPA eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.
- 5.5.12** Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:
- 5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

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- 5.5.12.2** A Lead Entity contract identification number for this Master Agreement;
 - 5.5.12.3** Detailed product line item descriptions;
 - 5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and
 - 5.5.12.5** Any additional PPA, Lead Entity, or Participating Addendum requirements.
- 5.6 Cancellation.** In consultation with RFXPremier, the Lead Entity may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead Entity may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead Entity or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead Entity to cancel the Master Agreement under applicable laws.
- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with PPA.** Upon request by RFXPremier, awarded Contractor shall enter into a direct contractual relationship with PPA related to Contractor's obligations to RFXPremier under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.
- VI. Pricing, Payment & Leasing**
- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All catalog discount percentages off Manufacturer's Price List must be guaranteed for the initial term of the Master Agreement.
 - 6.1.2** Following the initial term of the Master Agreement, any request for a discount percentage adjustment must be for an equal guarantee period and must be made at least ninety (90) days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead Entity.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable

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law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon entity funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

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- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. Destination.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

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IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead Entity, or to any other authorized agent or official of the Lead Entity or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

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- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFXPremier, the Lead Entity, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

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- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFXPremier, the Lead Entity, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

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- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
 - 13.4** **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
 - 13.5** **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead Entity a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead Entity that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating Entity as secondary and noncontributory.
 - 13.6** **Participating Entities.** Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating Entity.
 - 13.7** **Furnishing of Certificates.** Contractor shall furnish to the Lead Entity copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead Entity, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
 - 13.8** **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead Entity, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the

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- Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead Entity, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead Entity to review compliance with those obligations.
- 14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**
- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the

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- Lead Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 RFXPremier.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to RFXPremier's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead Entity, a Participating Entity, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead Entity of the identity of any entity seeking access to the Confidential Information described in this subsection.
- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead Entity's public information laws.
- 14.3 Assignment/Subcontracts**
- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead Entity.
- 14.3.2** The Lead Entity reserves the right to assign any rights or duties, including written assignment of contract administration duties, to RFXPremier and other third parties.

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- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead Entity in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead Entity reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead Entity, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead Entity may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead Entity shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead Entity shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead Entity, in its

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- sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead Entity shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 14.9 Waiver of Breach.** Failure of the Lead Entity, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead Entity, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead Entity or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead Entity.
- 14.11 No Waiver of Sovereign Immunity**
- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead Entity, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental

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- immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 14.12 Governing Law and Venue**
- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead Entity sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead Entity. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead Entity. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead Entity. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead Entity for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead Entity is a party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.
- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to RFXPremier, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

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XV. NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.











Attachment 05 PARTICIPATION INFORMATION

The RFXPremier Process

The RFXPremier Lead Entity Model is a collaborative procurement process representing the input and interests of public entities across the nation.

THE LEAD ENTITY MODEL

-  Members & Stakeholders Identify Shared Cooperative Contracting Needs
-  RFXPremier Engages Lead Entity & Sourcing Team
-  Members & Stakeholders Provide Input on RFP Specifications & Objectives
-  Lead Entity Issues RFP in Compliance with Lead Entity Laws
-  Lead Entity & Multi-Entity Sourcing Team Evaluate Supplier Proposals
-  Lead Entity Negotiates & Executes Master Agreements
-  Participating Entities Execute Participating Addenda
-  Purchasing Entities Buy Directly from RFXPremier Contractors

RFXPremier does not charge fees to Participating Entities or Purchasing Entities—including states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations—to use RFXPremier Master Agreements. Suppliers pay only a nominal administrative fee based on their total sales. By leveraging the collective volume of potential purchases nationwide, RFXPremier is able to offer customers the best value in cooperative contracting while giving suppliers the opportunity to reach multiple markets through a single solicitation.



Attachment 06

PROTEST INFORMATION

This attachment is intended to provide Offerors with an overview of the Lead Entity's protest law, procedures, and requirements, which may be updated and amended without notice. Offerors filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

- A. Any bidder or offeror, who desires to protest the award or decision to award a contract shall submit the protest in writing to the City Purchasing Agent no later than ten days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City in the manner prescribed in the terms or conditions of the Invitation to Bid or Request for Proposal. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Code of Virginia § 2.2-4303. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under Code of Virginia § 2.2-4342, then the time within which the protest shall be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Code of Virginia § 2.2-4342, or at such later time as provided in this section. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The City shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten days of receipt of the written decision by instituting legal action as provided in Code of Virginia § 2.2-4364. Nothing in this subsection shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation to Bid or Request for Proposal.
- B. If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The City shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided.

Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the City may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

Where the City, an official designated by the City, or an appeals board determines, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Article 6 of the Virginia Public Procurement Act (Code of Virginia § 2.2-4367 et seq.), the City, designated official or appeals board may enjoin the award of the contract to a particular bidder.

Effect of appeal upon contract.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

Stay of award during protest.

An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest as provided in Code of Virginia § 2.2-4360, or the filing of a timely legal action as provided

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in Code of Virginia § 2.2-4364, no further action to award the contract shall be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.



Attachment 07

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Offeror must provide complete responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.**

I. OFFEROR INFORMATION

- A. **Company's Full Legal Name:**
- B. **Primary Business Address:**
- C. **Federal Tax Identification Number:**
- D. **Entity Type:**
 - Sole Proprietorship
 - Partnership
 - Limited Liability Company
 - Corporation
- E. **Artificial Intelligence Disclosure.** Was artificial intelligence technology used in the development or completion of any portion of this proposal? (Check one of the below.)
 - Yes
 - No

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.
- B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.
- C. **Company Size.** Identify the number of employees working for your company.
- D. **Ownership Structure.** Describe your company's ownership structure.
- E. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead Entity. Offeror must, within 24 hours, notify the Lead Entity of any change to Offeror's Proposal Contact.

- A. **Proposal Contact Name:**

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- B. **Proposal Contact Title:**
- C. **Proposal Contact Email:**
- D. **Proposal Contact Phone Number:**

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead Entity. If after reviewing Offeror's written explanation the Lead Entity determines it is not in the best interest of the Lead Entity, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead Entity may reject Offeror's proposal.

B. Non-collusion.

1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

C. Data Disclosure to Foreign Governments and Prohibited Technology. (Check one of the below.)

- Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.
- Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead Entity. If after reviewing Offeror's written explanation the Lead Entity determines it is not in the best interest of the Lead Entity, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead Entity may reject Offeror's proposal.

D. Conflicts of Interest. (Check one of the below.)

- Offeror represents that none of its officers or employees are officers or employees of the Lead Entity and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead Entity.
- Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead Entity. If after reviewing Offeror's written explanation the

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Lead Entity determines it is not in the best interest of the Lead Entity, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead Entity may reject Offeror's proposal.

- E. Required Insurance.** Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment 4, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead Entity.
- F. RFxPremier Administrative Fee.** Offeror agrees to pay an administrative fee and submit summary and detailed sales reports to RFxPremier in accordance with Attachment 4, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the RFxPremier administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead Entity.
- G. Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with RFxPremier marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment 8, Offeror Response Worksheet.
- H. Confidential, Proprietary, or Protected Information.** As set forth in Attachment 1, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment 11, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead Entity, PPA, PPA members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- I. Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment 1, RFP Terms and Conditions, and Offeror agrees to hold the Lead Entity and PPA harmless and release the Lead Entity and PPA from any liability for damages arising from non-award or non-execution of a contract.
- J. Understanding of the RFP.** Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead Entity using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment 1, RFP Terms and Conditions, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

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Signature

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead Entity by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:

Signature

Date

Printed Name

Title

Email Address

Phone Number



Attachment 08 OFFEROR RESPONSE WORKSHEET

Offeror must provide complete and succinct responses to each item below. **The Offer shall insert your responses into this worksheet directly below each question or prompt or clearly reference each item in their Technical Proposal.** While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work.

I. RESPONSE TO MANDATORY MINIMUM REQUIREMENTS

- A. The Offeror shall be a company based in the United States. **Please confirm you meet this requirement.**
- B. The Offeror shall provide uniform rentals or uniform sales to all territories of the United States. **Please confirm you meet this requirement.**
- C. The Offeror shall be in business a minimum of three (3) years providing uniform solutions. **Please confirm you meet this requirement.**
- D. The Offeror shall submit a minimum of three (3) reference letters. **Please confirm you meet this requirement.**
- E. Offeror shall clearly state whether their Technical Proposal is for Uniform Rental and Laundering Services, Uniform Sales, or both, to ensure a fair and accurate evaluation of their RFP Proposal.

Offer can provide Uniform Rental & Laundering Services: Yes No

Offer can provide Uniform Sales: Yes No

Offer can provide Uniform Rental & Laundering Services and Uniform Sales Yes No

II. RESPONSE TO TECHNICAL CRITERIA

A. Experience, Skills & Qualifications

1. Provide a brief history of your company. Highlight years of experience, industries served, and the scale of operations.
2. Describe the qualifications of key personnel, including management and operational staff, who will be responsible for delivering the services.
3. Describe your company's experience performing the same or similar Scope of Work or providing the same or similar deliverables to other public sector customers.
4. Describe your company's ability to meet the volume demands and service requirements at a nationwide level.



5. Provide examples of a minimum of three (3) Contracts or Master Agreements where similar services were successfully delivered. Offeror shall include a minimum of one (1) client who requires similar services from the public sector and the outcomes of those projects.
6. Offeror shall summarize their portfolio that would be accessible to a Participating Entity.
7. Offeror shall provide their Unique Entity Identifier (UEI) number.

B. Service Delivery and Logistics

1. Explain your inventory management system. Provide a brief overview of your on-hand inventory. Provide methodology to determine inventory levels.
2. Describe the process or procedures used to mitigate risks of impairing stock for high usage products.
3. Describe your company's approach to minimizing lead time.
4. Logistical Plan for Uniform Rental & Laundering Services (Applies only to Uniform Rental)
 - a. Explain how uniforms will be collected, laundered, and redistributed. Include details on pickup and delivery methods, frequency, and any regional limitations.
 - b. Describe your procedures for managing inventory, tracking uniforms, and onboarding process for new clientele.
 - c. Explain the methods used to service a Purchasing Entity that has multiple locations for employees requiring uniforms.
5. Order Fulfillment Process (Applies only to Uniform Sales)
 - a. Describe the process for managing uniform sales orders, including how orders will be placed (i.e., online, in-store, etc.) and how orders shall be fulfilled.
 - b. Explain how stock levels will be maintained and replenished, as well as lead times for commonly stocked items and customized items.
6. Describe how the Offeror shall handle an unexpected delay, shortage, or disruption in the supply chain. Describe how your company shall communicate this information with all Purchasing Entities that may be effected.

C. Account Management and Customer Service

1. Offeror shall describe their plan to assign a dedicated account representative to each Participating Entity. This should include details on the roles and responsibilities of the account representative, how they shall interact with the Participating Entity, and their availability for ongoing support.
2. Offeror shall outline the various customer service channels they provide (i.e., phone support, email, live chat, online portals, etc.). Offeror shall explain how a Participating Entity can access these communication channels, expected response times, and hours of operation for customer service support.
3. Offer shall describe how problem identification and resolution shall be handled. Offeror shall include how issues are escalated, when applicable, timelines for resolution, and steps taken to ensure customer satisfaction.



D. Technology and Online Functionality

1. eMarketPlace
 - a. Offeror shall explain their capability to work with RFXPremier on an eMarketPlace identified in Section [V] of Attachment 04, Sample Master Agreement.
2. Online Management
 - a. Rental: Offeror shall describe how their platform allows a Participating Entity to request new rental uniforms, track the status of these requests, and check delivery schedules. This shall include details on the user interface, ease of navigation, and real-time updates for order status.
 - b. Sales: Offeror shall show how employees can purchase items that are pre-approved and contracted by the Purchasing Entity. The platform should ensure employees only access entity-specific offerings and not unrelated products.
3. Invoice Access and Stipend/Allowance Management
 - a. Rental: Offeror shall demonstrate how their platform provides access to invoices and financial reporting. A Participating Entity shall be able to pull invoices, view payment history, and generate reports on uniform usage and costs. The platform should offer clear, organized data for a Purchasing Entity administrator.
 - b. Sales: Offeror shall outline how employees can view their remaining stipend/allowance, track purchases, and manage their account. Additionally, the online platform should display an online showroom that showcases available items with Purchasing Entity specific branding or visual representation to ensure alignment with contract requirements.

E. Product Quality and Variety

1. Offeror shall provide information on the materials used in the uniforms, focusing on their durability, comfort, and suitability for various work environments. They should demonstrate how their products meet industry standards and expectations for long-term use.
2. Offeror shall outline the variety of sizes, styles, and customization options they offer to meet the needs of different entities. This should include availability of gender-specific options, specialized fits, and any customization services like logos, patches, or embroidery.
3. Offeror shall detail how their products comply with relevant safety and regulatory standards (e.g., high-visibility, flame resistance, or other safety requirements for certain job functions). This ensures that uniforms meet the necessary guidelines for various industries.

F. Implementation and Promotion of the RFXPremier Master Agreement

1. Describe your company's experience working with contracting cooperatives.
2. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales (e.g., most-favored nation clauses) imposed by your other cooperative contracts.
3. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities.

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4. Describe features of the dedicated website you will be setting up for this Master Agreement, including, as applicable, customized price lists for each Participating Entity, staff contact information, and online ordering capabilities.
5. Describe the staff and other resources that will be allocated to your Master Agreement and the training you will provide to staff to ensure their familiarity with Master Agreement terms and pricing and their compliance therewith.
6. Describe how you intend to encourage adoption and usage of your Master Agreement by Participating and Purchasing Entities.
7. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you will provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. (e.g., Do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)
8. Describe your ability to provide products and services immediately upon execution of a Master Agreement and Participating Addenda.
9. Describe how you will ensure summary and detailed sales information is promptly, completely, and accurately reported to you by your dealers, partners, and resellers for aggregation and reporting to RFXPremier in compliance with the terms of your Master Agreement.
10. Without including any specific pricing figures, please describe how the pricing structure for this cooperative agreement will differ from any other cooperative agreements your company participates in. Specifically, explain any unique pricing advantages or considerations that will be offered through this partnership.

III. Instructions to Respond

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- A. The Proposal shall be divided into two (2) parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files.
- B. If the Offeror designates any information in its Proposal as confidential pursuant to Attachment 11, Claim of Business Confidentiality, the Offeror shall submit a Confidential copy and a Public copy from which confidential information has been excised for the documentation and which is marked "Public Copy".
- C. **Technical Proposal Format**

There is a ten (10) page limit for the Technical Proposal. The page limit does not include cover pages, table of contents, divider tabs, resumes, and required forms do not count toward the page limit.

 - Proposal should use a minimum of 12-point font.
 - Proposals shall not contain brochures, promotional or display materials.
 - If a Proposal is submitted in double-sided format, both sides of the page will be counted against the Page Limit.
 - Offeror shall not submit brochures or hyperlinks as additional materials.
 - The Offeror shall include and clearly mark the sections below in their Technical Proposal.



1. Table of Contents

2. Transmittal Letter

An individual authorized to legally bind the Offeror shall sign the transmittal letter. The letter shall include the Offeror's mailing address, electronic mail address, fax number, telephone number, and contact person for their proposal.

3. Executive Summary

The Offeror shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Offeror has read and understands the terms and conditions of the RFP in Attachment 01, Terms and Conditions.

4. Mandatory Specifications

The Offeror shall answer whether or not it will comply with each Section in Attachment 08, Offeror Response Worksheet, Section [I].

5. Response to Technical Criteria

The Offeror shall provide information to the statements in Section in Attachment 08, Offeror Response Worksheet, Section [II].

6. Attachment 07, Offeror Information Acknowledgements, and Certifications

The Offeror shall complete and sign the document.

7. Attachment 10, Proposed Modifications to Sample Master Agreement

The Offeror shall complete this document.

8. Attachment 11, Claim of Business Confidentiality

The Offeror shall complete and sign the document.

9. Addendums

Provide signed copy of posted RFP addendums.

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Check List

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
Table of Contents		
Transmittal Letter		
Executive Summary		
Mandatory Specifications		
Attachment 08, Offeror Response Worksheet [Public Technical Proposal]		
Attachment 08, Offeror Response Worksheet [Confidential Technical Proposal] (If applicable)		
Attachment 07, Offeror Information, Acknowledgements, & Certifications		
Attachment 10, Proposed Modifications to Sample Master Agreement		
Attachment 11, Claim of Business Confidentiality		
Addendums (If applicable)		
Attachment 09 - Cost Proposal (Separate Attachment)		
Supplier Catalog		

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Attachment 9 - Cost Proposal

Offeror must complete all required elements of this Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's proposal being deemed non-responsive.

Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead Entity as a courtesy.

Inclusion of cost or pricing information in any document other than this Cost Proposal may result in Offeror's proposal being deemed non-responsive

Proposed Costs

Offeror's Cost must encompass all fees and charges excluding Shipping and Delivery. It shall include but not be limited to, fees or charges associated with credit card payments and personnel. **All costs proposed by Offeror must also be inclusive of the RFXPremier administrative fee.** Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted below, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.

A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. **Unless otherwise negotiated by the Participating Entity,** Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the RFXPremier administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead Entity. Costs determined not to be reasonable or best-value by the Lead Entity, including any cost to which Offeror's proposed markup or discount is to be applied, may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.

INSTRUCTIONS:

The Cost Proposal form consists of multiple sections (tabs at the bottom of this spreadsheet):

Tab 1 (Green): Uniform Rental Cost Sheet

Tab 2 (Red): Uniform Sales Cost Sheet

Tab 3 (Orange): Additional Clothing Brands

It is the Offeror's responsibility to ensure it has completed all applicable tabs and required inputs based on its proposal. The Offeror shall review the instructions in each tab to fill out the Cost Proposal.

ATTACHMENT 09 - COST PROPOSAL

TAB INSTRUCTIONS:

Offeror shall enter their cost in Column C. Offeror may enter any notes applicable to the item description in Column E.

Offeror shall include in its Proposal, a complete catalog of their Uniform Rental & Laundering Services with the List Price and Percentage Discount Off Supplier Catalog (if available).

Offeror shall enter a price for Shipping and Delivery to 10455 Armstrong, Street, Fairfax, VA 22030 in Column E. The shipping method shall be F.O.B. Destination (Freight Prepaid) or F.O.B. Destination (Freight Allowed). The Offeror shall enter \$0 if Shipping and Delivery is included in their price.

Uniform Rental & Laundering Services Cost Proposal

Item Description	Unit of Measure	Cost Per Unit	Cost Points	Shipping and Delivery	Expanded Description	Minimum Specification
Total cost per item divided by 52 to determine weekly cost						
Work Shirt (Cotton Blend, Short Sleeve)	Per Shirt (Weekly)		30		Short sleeve, 65/35 poly-cotton blend, color: navy or specified, two chest pockets, button front, name/company patch, industrial wash	Fabric: 65% polyester/35% cotton, colorfast, minimum 50 washes, reinforced seams, bar-tacked stress points
Work Shirt (Cotton Blend, Long Sleeve)	Per Shirt (Weekly)		30		Long sleeve, 65/35 poly-cotton blend, color: navy or specified, two chest pockets, button front, name/company patch, industrial wash	Same as above, with adjustable cuffs and sleeve placket
Denim Jeans	Per Jeans (Weekly)		20		100% cotton denim, five-pocket style, color: indigo, industrial wash, heavy-duty zipper, reinforced seams	Fabric: 100% cotton, colorfast, minimum 50 washes, double-stitched seams, bar-tacked pockets
FR Denim Jeans (Fire Resistant)	Per Jeans (Weekly)		20		100% cotton, meets NFPA 2112/ASTM F1506, five-pocket style, color: indigo, industrial wash, heavy-duty zipper	Certified FR fabric, NFPA 2112/ASTM F1506 compliant, label attached, double-stitched seams
Industrial Cotton Work Pant (high visibility)	Per Pant (Weekly)		20		100% cotton, ANSI/ISEA 107-2020 Class E compliant, color: hi-vis yellow or orange, 2" reflective tape, industrial wash	Meets ANSI/ISEA 107-2020, 2" silver reflective tape, colorfast, minimum 50 washes, reinforced knees
Work Jacket	Per Jacket (Weekly)		20		65/35 poly-cotton shell, 100% polyester lining, insulated, color: navy or specified, zipper front, two pockets, company logo patch, industrial wash	Shell: 65/35 poly-cotton, lining: 100% polyester, minimum 50 washes, reinforced elbows, wind/water resistant
Coveralls	Per Coverall (Weekly)		20		65/35 poly-cotton or 100% cotton, color: navy or specified, zipper front, two chest pockets, two side pockets, industrial wash	Fabric: 65/35 poly-cotton or 100% cotton, colorfast, minimum 50 washes, reinforced knees, bar-tacked stress points
Overalls	Per Overall (Weekly)		20		100% cotton denim, bib style, adjustable straps, color: indigo, industrial wash, multiple pockets	Fabric: 100% cotton, colorfast, minimum 50 washes, double-stitched seams, bar-tacked pockets
% Discount Off Supplier Catalog	Percentage Discount		30			

Item Description	Unit of Measure	Cost Per Unit	Cost Points	Shipping and Delivery	Notes
Shop Rags 18x8 (Red Shop Towels)	Per Pack		10		Pack qty: _____
Microfiber Towels 16x16	Per Pack		10		Pack qty: _____
Nylon/Rubber Floor Mats 4x6	Per Mat		10		NA
Nylon/Rubber Floor Mats 3x5	Per Mat		10		NA
Nylon/Rubber Floor Mats 3x10	Per Mat		10		NA
Mop Heads 36" Head	Per Mop		10		Pack qty: _____
% Discount Off Supplier Catalog	Percentage Discount		30	N/A	Percentage discount off any items not included in the market basket

Suppliers are required to submit/make available a comprehensive catalog of their offerings, detailing all available products and services beyond those included in this market basket. This catalog should include pricing information and applicable terms for each item. The submitted catalog will be used by the lead entity and participating entities to assess additional procurement options under the cooperative agreement.

ATTACHMENT 09 - COST PROPOSAL

TAB 2: Uniform Sales Cost

TAB INSTRUCTIONS:

Log Embroidery: Offeror shall enter their cost in Column C. Offeror may discounted pricing based on order volumes in Columns D through F. The lowest cost for each line item will be considered in the Offerors Cost Proposal.

% Discount Manufacturers List Price: Offeror shall enter their percentage discount off manufacturers list price in Column B.

Offeror shall include in its Proposal, a complete catalog of the Brands with the List Price and Percentage Discount Off Supplier Catalog (If available)

Offeror shall not include Shipping and Delivery in their unit cost.Product shall be shipped F.O.B Destination.

Uniform Sales Cost Propoal

Logo Embroidery

Item Description	Unit	Unit Cost	Qty 1-9	Qty 10-19	Qty 20+	Cost Points
Logos and Patches	Per logo/patch					20
Embroidery - One color, up to 4000 stitches	Per garment					30
Per additional 1000 stitches	Per 1000 stitches					10
Multi-colored -Embroidery - up to 4000 stitches	Per garment					30
Per additional 1000 stitches	Per 1000 stitches					10
Silk Screen Printing 1 Color image	Per garment					20
Silk Screen Printing 2 Color image	Per garment					20
Silk Screen Printing 3 Color image	Per garment					20
Silk Screen Printing 4 Color image	Per garment					20
Silk Screen Printing 5 Color image	Per garment					20

% Discount Manufacturers List Price

Brand	%	Cost Points
Carhartt		5
Gildan		5
Hanes		5
Port Authority		5
Red Kap		5
Dickies		5
Blauer USA		5
Eddie Bauer		5
Ogio		5
Brooks Brothers		5
Russell Athletic		5
Reebok		5
Columbia		5
Bella & Canvas		5
Under Armor		5
Wilson		5
New Era		5
Callaway		5
Oakley		5
Fruit of the Loom		5

ATTACHMENT 09 - COST PROPOSAL

TAB 3: Additional Clothing Brands

TAB INSTRUCTIONS:

Offeror may add additional brands not listed in Tab 2. Tab 3: Additional Clothing Brands will not be considered in the cost evaluation

Offeror shall enter the brand name in Column A and their percentage discount off manufacturers list price in Column B.

Offeror shall include in its Proposal, a complete catalog of the Additional Clothing Brands Offered with the List Price and Percentage Discount Off Supplier Catalog (If available). If an identical discount applies to all other brands, please specify all other brands along with the discount from the list price. If each brand has a distinct discount, then indicate each brand alongside its respective discount from the list price.

Offeror shall not include Shipping and Delivery into their Percentage Discount Off List. Product shall be shipped F.O.B Destination.

Additional Clothing Brands

Brand

Percentage Discount off List

Brand	Percentage Discount off List



Attachment 10

PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

The Lead Entity may, but is not obligated to, consider proposed modifications to Attachment 4, Sample Master Agreement.

Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead Entity using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead Entity.

Offeror-specific modifications to the Sample Master Agreement may be proposed as part of Offeror's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead Entity's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead Entity and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

Offeror's Proposed Modifications. (Check one of the below.)

- Offeror has no proposed modifications to Attachment 04, Sample Master Agreement.
- Offeror proposes the modifications set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment 4, Sample Master Agreement** incorporating each proposed modification. Offeror understands, acknowledges, and agrees to comply with the following:
 - The Lead Entity will not consider any proposed modification that:
 - Is not submitted in this attachment;
 - Is not accompanied by an explanation as required in this attachment;
 - Is not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; or
 - Merely references another document or a URL.
 - Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
 - If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment 04, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the RFXPremier website for examination by potential Participating Entities and Purchasing Entities.
 - Each of the following fields **must** be completed for each proposed modification to the Sample Master Agreement:
 - **Sample Master Agreement Section Reference:** The page, section, or paragraph in the Sample Master Agreement that is the subject of Offeror's proposed modification.
 - **Sample Master Agreement Language:** The language in the Sample Master Agreement that the Offeror is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Offeror's proposed changes to the Sample Master Agreement language including, if applicable, Offeror's proposed alternate language.
 - **Justification for Proposed Change:** Offeror's justification for the proposed change.

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- **Risk and Benefits of Acceptance:** Offeror’s analysis of the risk and benefits to the Lead Entity, Participating Entities, or Purchasing Entities—including quantifiable costs or cost savings—if Offeror’s proposed change is accepted by the Lead Entity.

Sample Master Agreement Section Reference	Sample Master Agreement Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

[Add additional rows as needed.]



Attachment 11 CLAIM OF BUSINESS CONFIDENTIALITY

Offeror's Claims of Business Confidentiality. (Check one of the below.)

- Offeror is not claiming any information within Offeror's proposal as confidential, proprietary, or protected. (Check box and skip to **Signature** section below.)
- Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror's proposal a redacted copy of Offeror's proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by Offeror:
 - **Proposal Section Reference:** The page, section, or paragraph in Offeror's proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim:** The basis for Offeror's claim, which in accordance with the Code of Virginia, § 2.2-4342F:
Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder or offeror must invoke the protections of the Code of Virginia, § 2.2-4342F, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid or proposal document, line-item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid or proposal will be rejected.
 - **Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected.**

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

**Request for Proposals for
Uniform Management & Laundering Services**

Issued by the **City of Fairfax, Virginia**
Solicitation Number RFP90232



[Add additional rows as needed.]

**Request for Proposals for
Uniform Management & Laundering Services**

Issued by the **City of Fairfax, Virginia**
Solicitation Number RFP90232



Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead Entity for purposes of determining the validity of Offeror's claim(s). Offeror understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Offeror further agrees that if Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead Entity, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

OFFEROR:

Signature

Date

Printed Name

Title

Email Address

Phone Number