



CITY OF FAIRFAX, VIRGINIA

Contract Number: **CTR040400**

Contract Title: **Uniform Management & Laundering Services**

This contract entered into this 17th day of October 2025, by Cintas Corporation, 1000 Shenandoah Village Drive, Waynesboro, VA 22980 hereinafter called the "Contractor" and City of Fairfax, VA, 22030.

WITNESSETH that the Contractor and City of Fairfax, VA, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** The Contractor shall provide Uniform Rental & Laundering Services and Uniform Sales to the City of Fairfax as set forth in the Contract Documents.
2. **PERIOD OF PERFORMANCE:** The initial term for this Master Agreement shall be until July 6, 2028, with two (2) additional one-year renewal periods.

RENEWAL OPTIONS:

FROM: 7/07/2028	TO: 7/06/2029
FROM: 7/07/2029	TO: 7/06/2030

3. **AWARDED CATEGORY:**
 - Uniform Rental & Laundering Services
 - Uniform Sales
4. **COMMODITY CODE:**
 - 98386 – Uniform Rental or Lease
 - 20085 – Uniform, Blended Fabric
 - 20086 – Uniforms, Cotton
 - 20087 – Uniforms, Synthetic Fabric
 - 20088 – Uniforms, Wool and Woolen Blends

5. **PAYMENT TERMS:** NET 30

6. **PRIMARY CONTACT:**
The primary contact individual for this contract are as follows:

CONTRACT CONTACT INFORMATION

NAME	Ryan Duncan
TELEPHONE	312-933-0431
EMAIL	duncanr@cintas.com

7. **THE MASTER AGREEMENT hereby consists of the following:**

- (1) This signed form;
- (2) Attachment 2 – Scope of Work;

- (3) Attachment 4 – RFxPremier Master Terms and Conditions;
- (4) RFxP Model PA Cintas;
- (5) Invitation for Proposal # 90232, including all exhibits and addendums;
- (6) Cintas Corporation Proposal, including all clarifications, negotiations, to RFP # 90232.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

By: CONTRACTOR:

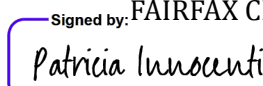
09A716FFE00743F...
Ryan Duncan

Title: National Account Manager 10-17-25

By: DS

Tina Warrick

Title: Contract Compliance Manager 10.17.2025

By: FAIRFAX CITY, VA:

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Patricia Innocenti

Title: Procurement Director

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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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.

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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.

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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 standard garments in standard sizes within 10 working days of the measurement date. Nonstandard items/sizes will require a longer lead time.
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. Lockers will be an additional charge.
 - d. The Contractor shall provide Participating Entity one (1) business days' notice for any delivery changes to the established delivery schedules.

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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 applied using industry standard application processes.
- c. The Contractor shall be required to acknowledge measurement requests for a new 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.

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- 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 agreed upon charge 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

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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.

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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, or other similar document used by a Purchasing Entity to order the Products under a Participating Addendum.
- 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 may not exceed sixty (60) months, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law. The minimum

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term of a Participating Addendum shall be thirty-six (36) months, unless otherwise agreed by Participating Entity and Contractor in an executed Participating Addendum.

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. Purchasing Entities may not issue Orders until they have executed a Participating Addendum acceptable to Participating Entity and Contractor. The Participating Addendum shall be in substantially the same form as is attached hereto as Exhibit [A].
- 4.3 Applicability of Master Agreement.** RFxPremier Master Agreement Terms and Conditions are applicable to all Participating Addenda and Orders, 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 with the consent of the Purchasing Entity and Contractor. The terms and conditions set forth in any Order shall be limited to economic and/or logistical terms such as product type, pricing, and dates of service, and that any terms and conditions in an Order that conflict with, are inconsistent with, or could otherwise be construed to modify, alter, or expand the terms and conditions set forth in the Participating Addenda will be null and void.
- 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 Participating Entities.
- 4.5 Reserved.**
- 4.6 Eligibility for a Participating Addendum or Order.** All eligible entities shall sign their own Participating Addendum for all recurring rental and facilities services items, or catalogue order for direct purchase items. 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

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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 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 (60) 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

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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 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.

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- 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.
- 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 subject to any confidentiality obligations that may apply to 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.

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- 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 pertaining to 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 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

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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;
- 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.

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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 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

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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.

- 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

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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.

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 substantially 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 Master Agreement or the Participating Addendum, as the case may be.
- 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.

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- 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

- 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 that Products comply with all specification requirements and are free from defect at the time of initial delivery.
- 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 High Visibility Clothing.** If Purchasing Entity chooses to rent High Visibility Clothing, Purchasing Entity bears sole responsibility for: (a) determining the level of visibility needed by wearers of the Garments for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. Purchasing Entity acknowledges and understands that the Garments alone do not ensure visibility of the wearer. Purchasing Entity further acknowledges that Contractor is relying upon Purchasing Entity to determine whether any Garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. Purchasing Entity acknowledges that Contractor has made no other representations, covenants or warranties, whether express or implied, related to the Garments.

Without limiting the enforceability of any other provision of this Agreement after termination or expiration, the Parties specifically agree that the provisions of the foregoing paragraph will survive, and continue to be binding on the Parties, after any expiration or termination of the Agreement.

- 10.5 Flame Resistant Clothing.** If Purchasing Entity chooses to rent Flame Resistant Clothing, Purchasing Entity agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under Purchasing Entity Agreement and Addendum and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). PURCHASING ENTITY ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH PURCHASING ENTITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Purchasing Entity will notify all employees and other agents of Purchasing Entity who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Purchasing Entity acknowledges that compliance with any and all OSHA or other similar

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regulations or requirements relating to personal protective equipment is the sole responsibility of Purchasing Entity.

Without limiting the enforceability of any other provision of this Agreement after termination or expiration, the Parties specifically agree that the provisions of the foregoing paragraph will survive, and continue to be binding on the Parties, after any expiration or termination of the Agreement.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to direct sale Products free and clear of all liens, encumbrances, or other security interests. Contractor shall retain title to all Products provided on a rental basis. Notwithstanding the foregoing. Contractor shall retain title to all rental/leased merchandise.
- 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 (collectively "Losses") arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier (collectively "Contractor Parties"), relating to performance under this Master Agreement, but only to the extent such Losses are caused by Contractor's negligent acts or omissions.
- 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;

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| | 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:
- 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.

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- 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 but only as it applies to the Contractor's indemnity obligations under this Master Agreement.
- 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 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.

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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 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

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- 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.
- 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.

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14.6 Cancellation.

14.6.1 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. Participating Entities shall be subject to the terms of cancellation set forth in their executed Participating Addendum. 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.

14.6.2 If a Participating Entity terminates a Participating Addendum early for convenience, the damages sustained by Contractor will be substantial and difficult to ascertain. Therefore, if a Participating Addendum is terminated by Participating Entity prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Contractor for non-payment by Participating Entity at any time, Participating Entity will pay to Contractor, as termination charges and not as a penalty based upon the following schedule: - If this Participating Addendum is cancelled for convenience in the first twelve months of the term, Participating Entity shall pay as termination charges an amount equal to 52 weeks of rental service. - If the Participating Addendum is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Participating Entity shall pay as termination charges an amount equal to thirty-nine (39) weeks of rental service. - If the Participating Addendum is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Participating Entity shall pay as termination charges an amount equal to twenty-six (26) weeks of rental service. - If the Participating Addendum is cancelled for convenience after thirty-six (36) months of service, Participating Entity shall pay as termination charges an amount equal to thirteen (13) weeks of rental service.

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

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- 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 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** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.4** Suspension of Contractor's performance; and
- 14.8.3.5** 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 Participating Addendum.
- 14.9 Waiver of Breach.** Failure of a Party 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 must be in writing. Waiver of any default, right or remedy under this Master Agreement or Participating Addendum, 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.

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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 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 RFPxPremier, 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.

EXHIBIT A
Participating Addendum Number [#####]
for
[PORTFOLIO NAME]
between
[Participating Entity]
and
[Contractor]

[Note (delete before execution): Any questions about Participating Addenda or this template may be sent to RFXPremier at hello@rfxpremier.org.]

This Participating Addendum is entered into by [Participating Entity] ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in RFXPremier Master Agreement Number [#####], executed by Contractor and the [Lead Entity] ("Lead Entity") for [Portfolio Name] ("Master Agreement"):

Cintas Corporation No. 2, LLC ("Contractor")
 6800 Cintas Blvd.
 Mason, OH 45040

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

[Contact name]
 [Contact title]
 [Contact email address]
 [Contact phone number]

Participating Entity's contact for this Participating Addendum is:

[Contact name]
 [Contact title]
 [Contact email address]
 [Contact phone number]

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or [effective date], whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor under this Participating Addendum. *[Instruction (delete before execution): If the scope of products available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor under this Participating Addendum. *[Instruction (delete before execution): If the scope of services available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's RFXPremier Master Agreement as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master

Participating Addendum Number [#####] for
[PORTFOLIO NAME]

Between [Participating Entity] and
[Contractor]



certain partners is being limited or prohibited, the language in this section should be modified accordingly.]

- d. **Cancellation.** If a Participating Entity terminates a Participating Addendum early for convenience, the damages sustained by Contractor will be substantial and difficult to ascertain. Therefore, if a Participating Addendum is terminated by Participating Entity prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Contractor for non-payment by Participating Entity at any time, Participating Entity will pay to Contractor, as termination charges and not as a penalty based upon the following schedule: - If this Participating Addendum is cancelled for convenience in the first twelve months of the term, Participating Entity shall pay as termination charges an amount equal to 52 weeks of rental service. - If the Participating Addendum is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Participating Entity shall pay as termination charges an amount equal to thirty-nine (39) weeks of rental service. - If the Participating Addendum is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Participating Entity shall pay as termination charges an amount equal to twenty-six (26) weeks of rental service. - If the Participating Addendum is cancelled for convenience after thirty-six (36) months of service, Participating Entity shall pay as termination charges an amount equal to thirteen (13) weeks of rental service.
- e. **Logo Mats.** In the event that the Products or Services include mats bearing Participating Entity's name ("Logo Mat") and Participating Entity decides to delete a Logo Mat from the rental program, changes the design of the Logo Mats, terminates this Participating Agreement for any reason, or fails to renew this Participating Agreement, Participating Entity shall purchase at the time of any such deletion, design change, termination, or nonrenewal all remaining Logo Mats that Contractor has in service and out of service that are held in inventory at the then current Replacement Value.
- f. **Buyback of Non-Standard Garments.** Participating Entity has ordered from Contractor a garment rental service that may not be standard to Contractor's normal rental product line. Those non-standard products will be designated as such in Attachment C to this Participating Addendum. In the event Participating Entity deletes a non-standard product, alters the design of a non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured as set forth in the Agreement, Participating Entity will buy back all remaining non-standard products that Contractor has in service and out of service at the then current Replacement Values. Contractor may in its sole discretion elect to waive collection of the buyback amount, in which case, Participating Entity is obligated to return all garments to Contractor in good and usable condition.

In consideration of the sizeable investment Contractor is making in non-standard garments, Participating Entity guarantees for each Contractor location minimum weekly revenue equal to 70% of the initial invoice for such location. If employees or products are added at a location, the minimum revenue amount for such location will increase by an amount equal to 70% of the increase in the weekly invoice. To the extent that Participating Entity satisfies the buyback obligation, as provided in the preceding paragraph above, the minimum revenue amount will be decreased by an amount equal to 70% of the reduction in the weekly invoices.
- g. **Special Cut.** Should Participating Entity require special cut garments that are non-standard and non-stocked because of size (unusually small or large sizes, unusually short or long sleeve or length, etc.) which can vary by product, Participating Entity will pay a per garment premium as described in Attachment C for these special cut, non-standard garments.

Participating Addendum Number [#####] for
[PORTFOLIO NAME]

Between [Participating Entity] and
[Contractor]



- h. **Hazardous Materials.** Participating Entity agrees to notify Contractor in writing, prior to beginning service and any time thereafter, of any hazardous materials that may be picked up by Contractor in the soiled Merchandise or in any other products serviced under this Agreement. In no case will hazardous materials be present to the extent that they may be harmful to Contractor's employees.
- i. **Adding Merchandise.** Additional employees and Products and Services may be added to this Participating Agreement at any time upon written or oral request by Participating Entity to Contractor. Any such additional employees or Products and Services will automatically become a part of and subject to the terms of this Participating Agreement. If such employees are employed at a Participating Entity location that is then participating under this Participating Agreement, Participating Entity will pay Contractor the one-time preparation fee indicated on Attachment C. Participating Entity will not pay Contractor any one-time preparation fee for garments for employees included in the initial installation of a Participating Entity location. There will be a one-time charge for each emblem application requested by Participating Entity. Emblem charges are detailed in Attachment C.
- j. **Replacement.** In the event any rental Products are lost, stolen or is not returned to Contractor, or are destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, Participating Entity will pay for said rental Products at the then current Replacement Values.
- k. **Existing Agreements.** Participating Entity certifies to Contractor that this Participating Agreement in no way infringes upon any other existing agreement between Participating Entity and another service provider for the products and services covered by this Participating Agreement. Contractor will begin servicing a Participating Entity location that is currently being serviced under an existing agreement with another service company upon the expiration of such location's existing agreement, but only upon Contractor's receipt and acceptance of a request from Participating Entity for service related to such location. Unless otherwise specifically noted herein, Participating Entity agrees that all existing agreements between Participating Entity locations and another service provider will terminate within 90 days of the execution date of this Participating Agreement.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. *[Instruction (delete before execution): The highlighted language may be deleted or modified at the Participating Entity's option.]*

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead Entity.

- V. **ORDERS.** Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to RFxPremier and Participating Entity, if applicable.
- VI. **FEDERAL FUNDING REQUIREMENTS.** 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

Participating Addendum Number [#####] for
[PORTFOLIO NAME]

Between [Participating Entity] and
[Contractor]



- VII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. [Example Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions]
 - b. [Example Attachment B: Participating Entity Product and Service Exclusions]
 - c. [Example Attachment C: Participating Entity-specific Pricing]
 - d. [Example Attachment D: Participating Entity site list]

VIII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

For Participating Entity:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

PARTICIPATING ENTITY:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date