



REQUEST FOR PROPOSALS
for
Fire and Rescue Equipment
Issued by
**BAXTER, IOWA RURAL FIRE AND
RESCUE DEPARTMENT AND THE
CITY OF FAIRFAX, VIRGINIA**

In collaboration with

RF^xPremier

Procurement Professionals Alliance **Cooperative**

SOLICITATION NUMBER RFP102434

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

Attachment 00 RFP OVERVIEW

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by Baxter (Iowa) Rural Fire and Rescue Department (“Co-Lead Entity”) and the City of Fairfax, Virginia (“Co-Lead Entity”) in collaboration with the Procurement Professionals Alliance RFXPremier cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements for Fire and Rescue Equipment.

About RFXPremier

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

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

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

II. GENERAL INFORMATION AND INSTRUCTIONS

A. RFP Contact. The following individual is the sole contact for this RFP:

David Kuldig
Contract Specialist II
City of Fairfax, VA
David.kuldig@fairfaxva.gov
703-385-7987

Co-Lead Entity Contact

Kelly Milligan
Fire Chief
Baxter Rural Fire and Rescue Department

B. RFP Website. The following website is the sole official source for RFP information and updates:

<https://eva.virginia.gov>

C. Contract Term. The contract term of this Master Agreement is for four (4) years. The Co-Lead Entity may, prior to execution, adjust the effective date or duration of the contract term of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

D. Pricing.

1. All Fire and Rescue Equipment shall be shipped F.O.B. Destination and include all charges that may be imposed in fulfilling an order.

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

2. The discount percentage off Manufacturer's Price List (MPL) as provided by the Manufacturer shall constitute the minimum discount off MPL that a manufacturer authorized Dealer is required to provide to a Purchasing Entity. The dealer has the ability to offer further discounts above and beyond the minimum discount off MPL at their own discretion.
- E. RFP Documents.** This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the Co-Lead Entity to the RFP Website, as amended:
1. Attachment 01, RFP Terms and Conditions
 2. Attachment 02, Scope of Work
 3. Attachment 03, RFP Evaluation Plan
 4. Attachment 04, Sample Master Agreement
 5. Attachment 05, Participation Information
 6. Attachment 06, Protest Information
 7. Attachment 07, Offeror Information, Acknowledgements, and Certifications
 8. Attachment 08, Offeror Response Worksheet
 9. Attachment 09, Cost Proposal
 10. Attachment 10, Proposed Modifications to Sample Master Agreement
 11. Attachment 11, Claim of Business Confidentiality

F. Important Dates.

1. **RFP Open Date:** September 29, 2025
2. **RFP Pre-proposal Conference:** October 14, 2024, at 2:00 P.M. Eastern Standard Time
 - a. Attendance to the RFP Pre-Proposal Conference is optional, and registration is required.
 - b. Offerors shall attend virtually via Microsoft Teams. To participate virtually, contact the RFP Contact for Microsoft Teams information.
3. **RFP Q&A Deadline:** October 27, 2025, at 1:00 P.M. Eastern Standard Time
4. **RFP Close Date:** November 10, 2025, at 1:00 P.M. Eastern Standard Time

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

G. How to Ask Questions.

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

H. How to Respond.

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

III. SCOPE OF WORK

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

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

The term of the Master Agreement(s) resulting from this RFP is anticipated to be four (4) years.

IV. OFFEROR RESPONSE

- A. Required Submissions.** The following must be submitted with your proposal:
1. Any response is required to be submitted directly through the RFP Website.
 2. Completed and signed Attachment 07, Offeror Information, Acknowledgements, and Certifications
 3. Completed Attachment 08, Offeror Response Worksheet
 4. Completed Attachment 09, Cost Proposal, submitted as a separate document and separate file, if submitting electronically
 5. Completed Attachment 10, Proposed Modifications to Sample Master Agreement
 6. Redlined copy of Attachment 10, Sample Master Agreement, if proposing modifications
 7. Completed and signed Attachment 11, Claim of Business Confidentiality
 8. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information
- B. Other Documents.** The following are informational only and do **not** need to be submitted with your proposal:
1. This RFP Overview
 2. Attachment 01, RFP Terms and Conditions
 3. Attachment 02, Scope of Work
 4. Attachment 03, RFP Evaluation Plan
 5. Attachment 04, Sample Master Agreement
 6. Attachment 05, Participation Information
 7. Attachment 06, Protest Information

V. EVALUATION AND AWARD PROCESS

- A.** Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment 03, RFP Evaluation Plan.
1. **Stage 1: Initial Responsiveness Evaluation.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses will be scored accordingly in accordance with Attachment 01, RFP Terms and Conditions. Proposals which are substantially incomplete or lack key information may be eliminated from further consideration by the Co-Lead Entity. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 2. **Stage 2: Mandatory Minimum Requirements Evaluation.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

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

3. **Stage 3: Technical Criteria Evaluation.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment 03, RFP Evaluation Plan. Experience and Qualifications, ability to meet the scope of work, and production selection. Methods used to make this determination may include, but are not limited to, one or more of the following:
 - Identification of a natural break in total scores
 - Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
 - Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities.
 4. **Stage 4: Cost Evaluation.** Cost Proposals will be evaluated for Offerors that advanced for further consideration following evaluation of Technical Criteria based on the services listed in Attachment 03, RFP Evaluation Plan. Cost Proposals may also be subject to an independent review for reasonableness and best value by the Co-Lead Entities. Costs determined not to be reasonable or best-value by the Co-Lead Entities may result in all or part of Offeror's proposal being scored accordingly and not advanced for further consideration.
 5. All weighted scores will be totaled to arrive at the supplier's total scored evaluation. See Attachment 03, RFP Evaluation Plan for further details. The Co-Lead Entity reserves the right to (I) negotiate any and all elements of the RFP, (II) require supplemental statements of information from any offeror, (III) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP.
 6. In accordance with Commonwealth of Virginia § 2.2-4302, Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the criteria involved in the Request for Proposal, including price if the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Sourcing Team shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror(s). Should the Sourcing Team determine in writing and in its sole discretion that only one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
 7. It is anticipated that this RFP may result in Master Agreement award(s) to multiple Contractors, at the Sourcing Team's discretion. The evaluation process is designed to award the contract resulting from this RFP to the Supplier(s) deemed to be the most responsive and responsible concerning requirements outlined in the Technical Requirements.
- B.** After evaluations are completed, the Sourcing Team will determine which proposals are most advantageous to the Co-Lead Entities and potential Participating Entities and Purchasing Entities. An award will be made to the Offeror(s) which, in the opinion of the Sourcing Team, has made the best proposal and provides the best value.
- C.** Prior to announcement of awards and execution of Master Agreements, the Co-Lead Entity will present an award recommendation to RFXPremier for approval of the proposed awards.
- D.** Following approval of RFXPremier, the City of Fairfax will publicly post such notice online at <https://eva.virginia.gov> for a minimum of ten (10) calendar days. Contracts will be awarded to eVA registered vendors only.

Attachment 01

RFP TERMS AND CONDITIONS

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

I. DEFINITIONS

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

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

II. GOVERNING LAW AND VENUE

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

III. RFP DOCUMENTS

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

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

- amendment unless explicitly stated in the communication or documented in writing on the RFP Website.
2. Offerors may, through the process described in this RFP for asking questions, propose amendments to the RFP, including adjustment of deadlines. The Co-Lead Entity is not obligated to consider any proposed amendment.
 3. The Co-Lead Entity may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
 4. The Co-Lead Entity may make immaterial corrections or clarifications to the RFP.
 5. Offeror is wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.
- C. Waiver.**
1. The Co-Lead Entity may waive any requirement in this RFP if the Co-Lead Entity determines that waiver is in the best interest of the Co-Lead Entity and potential Participating Entities and Purchasing Entities.
 2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
 3. The Co-Lead Entity may waive minor irregularities or defects in an Offeror's proposal.
- D. Conflicts and Issues.**
1. The following should be brought to the attention of the Co-Lead Entity using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment 06, Protest Information:
 - a. Any alleged conflict among the materials composing this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anti-competitive, or unlawful.
 2. Any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b will be filed no later than the RFP Close Date. Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b if not filed by the RFP Close Date.

IV. PROPOSALS

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

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

1. Offeror must complete all required elements of Attachment 09, Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of the Cost Proposal may result in Offeror's proposal being deemed non-responsive.
2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Co-Lead Entity as a courtesy.
3. Inclusion of cost or pricing information in any document other than the Cost Proposal may result in Offeror's proposal being deemed non-responsive.
4. Offeror's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the RFXPremier administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection 5, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
5. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the RFXPremier administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
6. In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness by the Co-Lead Entity. Costs determined not to be reasonable or best-value by the Co-Lead Entity, including any cost to which Offeror's proposed markup or discount is to be applied, may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.
7. At the Co-Lead Entity's discretion, points earned in the Cost Proposal evaluation may be normalized and scaled to award the Offeror earning the highest total cost score the maximum number of cost points possible.

E. Proposed Modifications to the Sample Master Agreement.

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

- c. Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
 - d. Any proposed modification merely referencing another document or a URL.
 4. Offerors may propose additional terms but must include them in Attachment 10, Proposed Modifications to Sample Master Agreement and must clearly identify where any terms conflict with the Sample Master Agreement.
 5. If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment 04, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the RFXPremier website for examination by potential Participating Entities and Purchasing Entities.

F. Proposal Contact.

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

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

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

I. Ownership and Disclosure of Proposals.

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

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

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

V. RIGHTS RESERVED TO THE CO-LEAD ENTITY

A. RFP Contact and Sourcing Team.

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

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

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

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

D. Cancellation.

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

E. No Exclusivity.

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

- b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
 - c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.
- F. **Mandatory State Preferences.** The Co-Lead Entity may apply mandatory evaluation preferences to proposals of eligible Offerors as set forth in applicable laws, rules, policies, or provisions of this RFP. Offeror is wholly responsible for demonstrating eligibility for any applicable preference in Offeror's proposal, including identification of applicable Business Certifications in Attachment 07, Offeror Information, Acknowledgements, and Certifications. Offerors that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Co-Lead Entity but will not be awarded a RFXPremier Master Agreement for use by other states and eligible entities.
- G. **Conditional and/or Assignment of Awards.**
 - 1. Award and execution of a RFXPremier Master Agreement by the Co-Lead Entity is conditioned upon the following:
 - a. Approval by RFXPremier;
 - b. Approval by any individual or group of individuals required to approve Co-Lead Entity awards or contracts, including but not limited to legal counsel, an overseeing board, or Entity head;
 - c. Continued eligibility for award following resolution of any protests received by the Co-Lead Entity; and
 - d. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Co-Lead Entity, awarded Offeror, and RFXPremier.
 - 2. Approval of awards and Master Agreements may be in whole or in part.
 - 3. Awards and Master Agreements not approved by RFXPremier may, at the Co-Lead Entity's option, result in a contract for use by the Co-Lead Entity only.
 - 4. Offeror agrees to hold the Co-Lead Entity and PPA harmless and release the Co-Lead Entity and PPA from any liability for damages arising from non-award or non-execution of a contract.
 - 5. Nothing in this section affects Offeror's right to file a protest in accordance with Attachment 06, Protest Information.
 - 6. Contracts with entities outside the area for potential use by the City of Fairfax may be executed and immediately assigned to RFXPremier to be held and administered. Offeror agrees to execute any assignment provisions when requested.
- H. **Term.** The Co-Lead Entity may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing RFXPremier portfolio, the Co-Lead Entity may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

VI. POTENTIAL PARTICIPATING ENTITIES

A. **Interested Entities.**

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

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

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

VII. NONDISCRIMINATION OF CONTRACTORS:

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

Attachment 02

SCOPE OF WORK

I. OVERVIEW AND DEFINITIONS

The purpose of this RFP is to establish a Master Agreement(s) with qualified Offerors to provide competitive pricing for Fire and Rescue Equipment through their retail distribution networks to all Participating States and Political Subdivisions. Baxter (IA) Rural Fire & Rescue Department and the City of Fairfax, Virginia are requesting proposals from qualified Offerors to provide SCBA Equipment to establish the inaugural RFXPremier contract for Fire and Rescue Equipment.

The intent of this portfolio is to provide nationwide coverage for these goods and services; however, Offerors are not required to provide nationwide coverage to be eligible for an award. Offerors are required to respond with areas they are able to cover if awarded on the Offeror Response Worksheet. The preference is for entities that provide coverage for larger regions or national coverage.

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, and territories of the United States.

II. MASTER AGREEMENT OBJECTIVES

The scope of this RFP includes Specialized Fleet Vehicles for Municipal Services & Public Works, OEM Parts, or Out-of-Warranty Vehicle Service Work Service. The section outlines the full list of product categories. The Offeror shall provide a category that aligns with their business model. The Offeror can provide one (1), two (2), or all categories.

A. Required Capabilities

1. The Offeror shall possess a minimum of five (5) years' experience in the manufacturing of each selected Fire and Rescue Equipment Subcategory.
2. The Offeror shall provide a minimum of four (4) reference letters from a government entity.
3. The Offeror shall maintain an Authorized Dealer network that can service territories of the United States.

B. Fire and Rescue Equipment Subcategories

1. All equipment and tools shall be new, unused, latest model year, and manufactured from high-quality materials
2. All equipment and tools shall comply with the latest editions of OSHA, NFPA, ANSI, ASTM, and EN Standards, as applicable.
3. Fire and Rescue Equipment shall encompass the standard manufacturer's warranty.

4. List of Subcategories

- a. Hoses
- b. Appliances
- c. Attic, Extension, and Roof Ladders
- d. Extrication Equipment
- e. Tripod Lighting
- f. Saws
- g. Fans
- h. Life Safety Rope
- i. Non-Fluorinated Foam Concentrate

III. OFFEROR RESPONSIBILITIES AND TASKS

A. Participating Entity Terms and Conditions

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

B. Insurance

Offerors shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Offeror 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 Offerors, 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; Offeror must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
2. Offeror / Offeror shall pay premiums on all insurance policies. Offeror shall provide notice to a Participating Entity who is a state within five (5) business days after Offeror 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 Offeror's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order

C. Changes in Offeror Contact

The Offeror shall notify the Contract Administrator of any changes in the company status, such as mergers, sell-offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract. The Contract Administrator shall be able to contact the Offeror at all times during business hours.

D. Quarterly Reporting

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

E. Administrative Fees

1. The Offeror 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 Offerors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. **Unless otherwise negotiated by the Participating Entity**, Offeror 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.

IV. CO-LEAD ENTITIES 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 Offerors for award to RFXPremier.
3. Notify awarded Offerors.

C. Master Agreement Oversight

1. Ensure that all agreements reflect the scope of work, deliverables, Offeror responsibilities, pricing, and service levels as outlined in the RFP.
2. Manage any amendments of the Master Agreement(s) as needed.

V. CONTRACTOR ADMINISTRATOR RESPONSIBILITIES AND TASKS

A. Adjustment in Pricing

The Co-Lead Entities Contract Administrator and Sourcing Team shall review the Offeror request for a price or rate adjustment at least forty-five (45) days prior to the effective date. The Co-Lead Entities Contract Administrator shall notify the Offeror their requested price or rate adjustment was approved.

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number RFP102434

If rejected the Co- Lead Entities Contract Administrator shall request the Offeror to resubmit their price or rate adjustment for approval at least thirty (30) days prior to the effective date.

B. Participating Addendum Escalation Contact

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

Attachment 03 RFP EVALUATION PLAN

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

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

Criteria	Evaluation	Result
The Offeror shall possess a minimum of five (5) years' experience in the manufacturing of each selected Fire and Rescue Equipment Subcategory.	Pass/fail	
The Offeror shall maintain an Authorized Dealer network that can service territories of the United States.	Pass/fail	
The Offeror shall provide a minimum of four (4) reference letters from a government entity.	Pass/fail	
Stage 2 Result:		

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

Stage 3: Technical Criteria Evaluation. Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the following Technical Criteria. The Evaluation Team will fully evaluate and score all Responsive Proposals submitted by Responsible Offerors in accordance with the Technical Criteria. For each category Offeror is responding, they will be evaluated against the following criteria:

Criteria	Technical Points Possible	Offeror's Technical Points Earned
Experience, Skills, and Qualifications	200	
Scope of Work	100	
Availability of Fire and Rescue Equipment	150	
Customer Service	100	
Education and Compliance of Authorized Dealers	150	
Stage 3 Total:		700

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

Stage 4: Cost Evaluation.

Cost	Cost Points Possible	Offeror's Technical Points Earned
Cost Evaluation:	300	
Stage 4 Total:		300

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

Cost Proposals will be evaluated for Offerors advanced for further consideration be earning a minimum of 450 points following evaluation of Technical Criteria.

In the Cost Evaluation there are 300 points available. The Evaluation Team will fully evaluate and score the Cost Proposal for reasonableness and best value for Purchasing Entities.

Evaluation Summary

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

Award Selection

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

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

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

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

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

MASTER AGREEMENT

This Master Agreement (“Master Agreement”) is between City of Fairfax and _____, whose primary business address is _____. (“Contractor”). City of Fairfax and Contractor may each be referred to as a “Party” and collectively as “Parties.”

BACKGROUND

- A. City of Fairfax seeks to establish a cooperative contracting relationship with Contractor to provide goods and services to non-profit, private, and public purchasing entities.
- B. This Master Agreement sets forth the terms and conditions under which Contractor will supply such goods and services to these entities through the Procurement Professionals Alliance (“PPA”)/RFxPremier (“RFxP”) program.

The Parties agree as follows:

I. Term of Agreement

- 1.1 **Effective Date.** This Master Agreement is effective upon the date of last signature.
- 1.2 **End Date.** This Master Agreement will continue for a period of 4 years, unless otherwise terminated by either Party in writing.
- 1.3 **Termination.** Either Party may terminate this Master Agreement upon breach by the other party, subject to thirty (30) days’ written notice and opportunity to cure.

II. Order of Precedence

- 2.1 **Order.** Any order placed under this Master Agreement will consist of the following documents:
 - 2.1.1 A Participating Entity’s Participating Addendum (“PA”) (if applicable);
 - 2.1.2 A Purchase Order/Order or Scope of Work/Specifications issued against the Master Agreement;
 - 2.1.3 RFxPremier Master Agreement, including all attachments thereto;
 - 2.1.4 The Solicitation; and
 - 2.1.5 Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead Entity.
- 2.2 **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.

III. Cooperative Purchasing Mechanism

- 3.1 **Marketing and Administration.** Lead Entity shall administer this Master Agreement as a convenient and cost-effective contracting vehicle for use by states, territories, counties, cities, and other political subdivisions, higher

education, K-12, healthcare, tribal, and nonprofit organizations (“Eligible Entities”).

- 3.2 **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with Lead Entity and PPA/RFP.
- 3.3 **Logo Use.** The PPA/RFP logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA/RFP.
- 3.4 **No Representations.** The Contractor shall not make any representations concerning Lead Entity, PPA/RFP or any nonprofit, private, or public entities purchasing under this Master Agreement (“Buyers”) as to the quality or effectiveness of the goods or services provided herein, without prior written consent.

IV. Purchasing and Contract Administration

- 4.1 **Goods and Services.** Contractor will provide the goods and services to Eligible Entities as set forth in Attachment 02 – Scope of Work, as attached and incorporated herein.
- 4.2 **Pricing.** The prices contained in Attachment 02 – Scope of Work represent the not-to-exceed price Offered by Contractor. All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 4.3 **Shipping.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 4.3.1 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 Buyer except as to latent defects, fraud, and Contractor’s warranty obligations.
- 4.4 **Purchase Orders.** Contractor shall require all Buyers to include the following language in each purchase order: “Buyer shall hold Procurement Professionals Alliance harmless and, to the extent permitted by law, shall indemnify Procurement Professionals Alliance and RFPremier from all third-party claims or causes of action, arising from goods and services acquired under this Purchase Order.”
- 4.5 **Administrative Fee.** Contractor shall pay PPA a fee for management and marketing of the Master Agreement (“Administrative Fee”) equal to one percent (1% or 0.01) of each sale of products or services under this Master Agreement no later than sixty (60) days following the end of each calendar quarter. The Administrative Fee applies to the cost of the goods and services, less any charges for taxes or shipping. The PPA/RFP Administrative Fee is not negotiable and must be included in the overall cost provided to the Buyer and not shown as a separate line item.
- 4.6 **Sales Data Reporting.** Contractor shall report to PPA/RFP all sales made under this Master Agreement which Contractor has invoiced and received payment for, including orders for personal use, if applicable (“Sales Data”).
 - 4.6.1 **Summary Sales.** Contractor shall provide a summary of the Sales Data (“Summary Sales Data”) using a reporting tool or template provided by PPA/RFP. Contractor shall provide PPA/RFP with Summary Sales

Data each calendar year 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.

- 4.6.2 **Detailed Sales.** Within thirty (30) days following the end of each calendar year quarter, Contractor shall provide PPA/RFP with detailed sales Data, including but not limited to customer name and address and line-item ordering detail ("Detailed Sales Data"). PPA/RFP will work collaboratively with Contractor to determine the appropriate data and means of reporting.

V. Pricing, Payment & Leasing

- 5.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Buyer.
 - 5.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.
 - 5.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 60 days prior to the effective date.
 - 5.1.3 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.
 - 5.1.4 No retroactive adjustments to prices or rates will be allowed.
- 5.2 **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.
- 5.3 **Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Buyers 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 or Order, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Buyer.

VI. Inspection and Acceptance

- 6.1 **Laws and Regulations.** All Products must comply with applicable federal, state, and local laws and regulations.
- 6.2 **Applicability.** Unless otherwise stated in the Master Agreement, Participating Addendum, or ordering document, this Section applies and does not limit rights under applicable commercial codes.
- 6.3 **Inspection.** Products are subject to inspection before Acceptance at reasonable times and places. The Buyer and authorized agents may access the Contractor's facilities as needed to monitor performance and compliance.

- 6.3.1 Products failing to meet specifications may be rejected. Acceptance does not waive rights for material or latent defects later discovered. Acceptance may be revoked in accordance with commercial code provisions. Contractor is responsible for costs related to rejected or revoked goods.
- 6.4 **Failure to Conform.** If services fail to meet contract requirements, Buyer may require re-performance at no cost. If not correctable, Buyer may require corrective action and a price reduction to reflect diminished value.
- 6.5 **Acceptance Testing.** Buyer may conduct Acceptance Testing in accordance with industry standards.
 - 6.5.1 The testing period is 30 calendar days from delivery or installation and Contractor's notice of readiness.
 - 6.5.2 If the Product does not meet required performance, Buyer may extend testing on a day-to-day basis.
 - 6.5.3 If rejected, Contractor has 15 calendar days to cure. If still nonconforming, Buyer may (a) terminate the Order, (b) demand a replacement at no cost, or (c) extend the cure period by agreement.
 - 6.5.4 Contractor is responsible for return shipping and related costs.
 - 6.5.5 No Product is deemed Accepted or payable until it meets all performance standards.

VII. Product Title

- 7.1 **Conveyance of Title.** Upon Acceptance by the Buyer, Contractor shall convey to Buyer title to the Product free and clear of all liens, encumbrances, or other security interests.

VIII. Indemnification

- 8.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless Lead Entity, PPA, and RFXP along with their officers and employees, from and against any third-party claims, damages, or causes of action, including reasonable attorneys' fees and related costs, for any death, injury, or damage to tangible property arising from the sale or use of any product or service sold under this Master Agreement.

I. Insurance

- 8.2 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Buyer may negotiate alternative Insurance requirements in their Order.
- 8.3 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Buyer'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 Buyer's option, result in termination of its Order.
- 8.4 **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
 - 8.4.1 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;
- 8.4.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 8.5 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Buyer 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.
- 8.6 **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 Buyer as secondary and noncontributory.
- 8.7 **Participating Entities.** Contractor shall provide to Buyers the same insurance obligations and documentation as those specified in this Section IX, except the endorsement is provided to the applicable Buyer.
- 8.8 **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 Buyer. Failure to provide evidence of coverage may, at the sole option of the Lead Entity, or any Buyer, result in this Master Agreement's termination or the termination of any Order.
- 8.9 **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

IX. General Provisions

- 9.1 **Confidentiality.** Parties may have access to information that is confidential, proprietary, or trade secret, including information provided by the other Party, as well as by Buyers, which may also include information on individuals ("Confidential Information"). Parties acknowledge that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm and loss to the disclosing party or other individuals. Therefore, Parties shall (a) use Confidential Information for the sole purpose of performing under this Agreement, (b) limit dissemination of Confidential Information to only those employees and representatives who have a need to know the Confidential Information, and (c) not disclose the Confidential Information to any other person or entity without the approval of disclosing Party or Buyer, if applicable.
- 9.2 **Records Administration and Audit.** Contractor shall maintain detailed records related to performance, payments, and fees under this Master Agreement and any Buyer orders. Contractor shall provide access to the Lead Entity, any Buyer, the federal government (including grant awarding agencies and the U.S. Comptroller General), and other authorized government agents to audit, inspect, copy, or examine records directly related to this Agreement or any order. This audit right will remain in effect for six (6) years after termination of the Agreement

or final payment, whichever is later, or longer if required by applicable state law, to ensure contract compliance and performance evaluation.

- 9.3 **Amendments.** This Agreement may only be amended or modified in writing upon agreement by both Parties.
- 9.4 **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.
- 9.5 **Notice.** All notices concerning enforcement, modification, amendment, interpretation, or dispute resolution of this Agreement must be in writing and be delivered to the other Party's signatory to this Agreement.
- 9.6 **Dispute Resolution.** In the event of a dispute concerning this Agreement, Parties shall attempt to resolve the dispute in good faith through non-binding meditation prior to any formal legal action.
- 9.7 **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement will not be affected and will be enforced to the greatest extent permitted by law.
- 9.8 **Waiver.** The waiver of either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.
- 9.9 **Governing Law, Jurisdiction, and Venue.** Any claim or cause of action must be brought in a court of competent jurisdiction within the Commonwealth of Virginia, City of Fairfax, and will be subject to Virginia law, without regard to its choice of law provisions.
- 9.10 **Survivability.** Sections 4.5, 4.6, 8.1, 9.1, 9.2, 9.4, 9.5, 9.6, 9.7, and 9.9 will survive expiration or termination of this Agreement.

The Parties accept the terms of this Agreement as of the dates set forth below.

For City of Fairfax:

Name

Title

Signature: _____ Date: _____

For Contractor:

Name

Title

Signature: _____ Date: _____

Attachment 05 PARTICIPATION INFORMATION

The RFXPremier Process

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

THE LEAD ENTITY MODEL

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

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

Attachment 06 PROTEST INFORMATION

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

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

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

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

Effect of appeal upon contract.

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

Stay of award during protest.

An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest as provided in Code of Virginia § 2.2-4360, or the filing of a timely legal action as provided in Code of Virginia § 2.2-4364, no further action to award the contract shall be taken unless there is a written determination

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number RFP102434

that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

Attachment 07

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

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

I. OFFEROR INFORMATION

A. Company's Full Legal Name:

B. Primary Business Address:

C. Federal Tax Identification Number:

D. Entity Type:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Corporation

E. Artificial Intelligence Disclosure. Was artificial intelligence technology used in the development or completion of any portion of this proposal? (Check one of the below.)

- Yes
- No

II. BUSINESS DETAILS

A. Company Website. Provide a URL for your company's website.

B. Company History. Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.

C. Company Size. Identify the number of employees working for your company.

D. Ownership Structure. Describe your company's ownership structure.

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

- E. Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

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

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

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

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

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

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

B. Non-collusion.

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

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

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

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

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

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

- Offeror represents that none of its officers or employees are officers or employees of the Lead Entity and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead Entity.
- Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead Entity. If after reviewing Offeror's written explanation the Lead Entity determines it is not in the best interest of the Lead Entity, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead Entity may reject Offeror's proposal.

E. Required Insurance. Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment 4, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead Entity.

F. RFxPremier Administrative Fee. Offeror agrees to pay an administrative fee and submit summary and detailed sales reports to RFxPremier in accordance with Attachment 4, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the RFxPremier administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead Entity.

G. Marketing Plan. If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with RFxPremier marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment 8, Offeror Response Worksheet.

H. Confidential, Proprietary, or Protected Information. As set forth in Attachment 1, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment 11, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead Entity, PPA, PPA members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

I. Conditional Awards. Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment 1, RFP Terms and Conditions, and Offeror agrees to hold the Lead Entity and PPA harmless and release the Lead Entity and PPA from any liability for damages arising from non-award or non-execution of a contract.

J. Understanding of the RFP. Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number RFP102434

any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead Entity using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment 1, RFP Terms and Conditions, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

Signature

The undersigned is one of the following:

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

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

OFFEROR:

Signature

Date

Printed Name

Title

Email Address

Phone Number

**REQUEST FOR PROPOSALS FOR
FIRE AND RESCUE EQUIPMENT**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

**Attachment 08
OFFEROR RESPONSE WORKSHEET**

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

I. RESPONSE TO MANDATORY MINIMUM REQUIREMENTS

- A.** The Offeror shall possess a minimum of five (5) years' experience in the manufacturing of each selected Fire and Rescue Equipment Subcategory. **Please confirm you meet this requirement.**

Yes No

1. Subcategory List: Offer shall indicate **Yes or No** for each Subcategory the Offeror

- | | | |
|---------------------------------------|---------|--------|
| a. Hoses | YES ___ | NO ___ |
| b. Appliances | YES ___ | NO ___ |
| c. Attic, Extension, and Roof Ladders | YES ___ | NO ___ |
| d. Extrication Equipment | YES ___ | NO ___ |
| e. Tripod Lighting | YES ___ | NO ___ |
| f. Saws | YES ___ | NO ___ |
| g. Fans | YES ___ | NO ___ |
| h. Life Safety Rope | YES ___ | NO ___ |
| i. Non-Fluorinated Foam Concentrate | YES ___ | NO ___ |

- B.** The Offer shall have a minimum of five (5) years' experience as a manufacturer for SCBA Equipment. **Please confirm you meet this requirement.**

Yes No

- C.** The Offeror shall maintain an Authorized Dealer network that can service territories of the United States. **Please confirm you meet this requirement.**

Yes No

- D.** The Offeror shall submit a minimum of three (3) reference letters from a government entity. **Please confirm you meet this requirement.**

Yes No

**REQUEST FOR PROPOSALS FOR
FIRE AND RESCUE EQUIPMENT**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

II. RESPONSE TO TECHNICAL CRITERIA

A. Experience, Skills, and Qualifications

1. Provide a brief history of your company.
2. Provide key staff personnel (sales, implementation, etc.) your company will assign to the project to ensure the successful implementation for cooperative contract. Include only staff that will have a direct role in managing or marketing the contract.

B. Scope of Work

1. Describe your plan for meeting the Master Agreement Objectives identified in Section [II] of Attachment 2, Scope of Work.
2. Provide evidence of your ability to provide the Deliverables identified in in Section [II] of Attachment 2, Scope of Work. Scope of Work.
3. Describe your ability to fulfill Contractor Responsibilities and Taks identified in Section [III] of Attachment 2, Scope of Work.

C. Availability of Fire and Rescue Equipment

1. Describe your company's system for managing order requests.
2. Explain your inventory system for Fire and Rescue Equipment.
3. Describe the process, policies, or procedures used by your company to mitigate risks of extending product lead times.

D. Customer Service

1. Offeror shall describe its hours of operation and when key account people shall be available to discuss contract, issues, or problems.
2. Offeror shall provide the names and responsibilities for each member of their government account team.
3. Offeror shall describe how problem identification and resolution shall be handled at the manufacturer level and Authorized Dealer level. Describe the process for a person to make a warranty claim. Describe the process for receiving a damaged product.

E. Education and Compliance of Authorized Dealers

1. Describe how the manufacturer shall educate their Authorized Dealers about a cooperative contract.
2. Describe how a price increase is communicated to your Authorized Dealers.
3. Describe how the manufacturer shall ensure that all Authorized Dealers comply with the established contractual pricing of the Master Agreement.

**REQUEST FOR PROPOSALS FOR
FIRE AND RESCUE EQUIPMENT**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

III. Instructions to Respond

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

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

C. Technical Proposal Format

There is a five (5) page limit for the Technical Proposal. The page limit does not include cover pages, table of contents, divider tabs, resumes, and required forms do not count toward the page limit.

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

1. Table of Contents

2. Cover Letter

The cover letter shall include the Offeror's mailing address, electronic mail address, fax number, telephone number, and contact person for their proposal.

3. Mandatory Specifications

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

4. Response to Technical Criteria

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

5. Attachment 07, Offeror Information Acknowledgements, and Certifications

The Offeror shall complete and sign the document.

6. Attachment 10, Proposed Modifications to Sample Master Agreement

The Offeror shall complete this document.

7. Attachment 11, Claim of Business Confidentiality

The Offeror shall complete and sign the document.

8. Addendums

Provide signed copy of posted RFP addendums.

**REQUEST FOR PROPOSALS FOR
FIRE AND RESCUE EQUIPMENT**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number **RFP102434**

Check List

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

ATTACHMENT 09 - COST PROPOSAL

TAB 2: CATALOG DISCOUNT PERCENTAGE OFF MPL

Vendor Name:
Contact Person Name (Customer Service):
Street Address:
P.O. Box:
City, State, Zip
Phone #:
Toll Free #:
Email Address:
Website:

TAB INSTRUCTIONS:

Fill in header information with your company information.

Offeror shall complete each Subcategory selected in Section [A.1] of Attachment 08, Offeror Response Worksheet.

If available in PDF, Word, or Excel format the Offeror shall provide a current MPL with their Proposal.

Offeror shall enter its discount off Manufacturer's Price List (MPL) pricing in the matrix, Catalog Name, Catalog Date.

Please provide short narrative on how you would provide best value for each selected Subcategory for local entities. For example: any discounts, rebates, additional product information etc.). Offeror can indicate below or add an Attachment.

Subcategory	Percent Discount Off MPL	MPL Name	MPL Date	Please provide short narrative on how you would provide best value SCBA's for local entities. For example: any discounts, rebates, additional product information etc.). Offeror can indicate below or add an Attachment.
Hoses				
Appliances				
Attic, Extension, and Roof Ladders				
Extrication Equipment				

Tripod Lighting				
Saws				
Fans				
Life Safety Rope				
Non-Fluorinated Foam Concentrate				

Attachment 10 PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

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

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

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

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

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

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number RFP102434

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

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

[Add additional rows as needed.]

Attachment 11 CLAIM OF BUSINESS CONFIDENTIALITY

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

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

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number RFP102434

[Add additional rows as needed.]

**Request for Proposals for
Fire and Rescue Equipment**

Issued by the **Baxter (IA) Rural Fire & Rescue Department and City of Fairfax, Virginia**
Solicitation Number RFP102434

Signature

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

OFFEROR:

Signature

Date

Printed Name

Title

Email Address

Phone Number